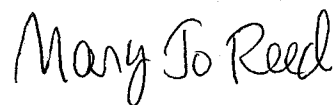


ADDENDUM NO. 2
"HBI Dam Removal and Stream Restoration Project"
Bid No. 2013-9

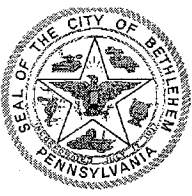
Addendum No. 2 is issued to:

1. Give answers to the Pre-Bid Meeting Questions.
2. Provide all Bidders with the Prevailing Wages.

All other terms and conditions remain the same.



Mary Jo Reed  
Director of Purchasing  
July 24, 2013



**The following are responses to questions submitted by  
prospective bidders for  
Bid No. 2013-09 HBI Dam Removal Project.**

Q1. The Army Corps of Engineers permit requires an as-built survey upon completion of the project. Who is responsible for the cost of the as-built survey?

**Response: The as-built survey will be prepared by URS.**

Q2. Scope Of Work and Project Sequence page SW-2 section 2.2 "For the duration of the contract, maintain the temporary access road" Do we need to install a temporary stone access road to the stream access point?

**Response: No, stabilized construction entrances should be installed to keep any soil off of York Road. It is not necessary to install stone on the access between the entrances and the stream. The contractor should keep any access areas graded as needed to prevent rutting.**

Q3. The construction entrances. At the end of the project can they stay in place? Or do they need to be removed?

**Response: The construction entrances should be removed and the area stabilized**

Q4. Under the Standard Requirements for Bidders Section of the Specifications on page 1. Should the project duration be 45 or 90 days?

**Response: Project duration is 45 (forty-five) days. All work within the stream is required to be completed by October 1, 2013. Other non-instream work can be completed after this date. We recommend that tree planting be completed during the dormant season (late fall 2013).**

Q5. Could you provide a list of species for the trees to be installed?

**Response: Recommended wet site trees would include Silver Maple, Bald Cypress, White Oak, Swamp White Oak, Black Oak, Red Maple, Sweet Gum, and American Sycamore.**

Q6. Wage rates were not included with the Bid Specifications.

**Response: The Prevailing Wage Rates are attached to this document.**

A handwritten signature in dark ink, appearing to read "Ralph E. Carp". The signature is fluid and cursive.

Ralph Carp, Director  
Parks and Public Property

PA STATE AGENCIES

ONLINE SERVICES

--search PA--

Paging on/off

(Printing Instructions)

View Notes

Printer Friendly Version

**Project Name:** HBI Dam Removal  
**Awarding Agency:** City of Bethlehem  
**Contract Award Date:** 7/15/2013  
**Serial Number:** 13-03779  
**Project Classification:** Heavy  
**Determination Date:** 6/5/2013  
**County:** Lehigh  
**Assigned Field Office:** Scranton  
**Field Office Phone Number:** (570)963-4577  
**Toll Free Phone Number:** (877)214-3962

**Building**

Find:

**Search returned 238 record(s)**

Contractor Craft	Hourly Rate	Fringe Benefits	Total	Effective Date	Expiration Date
Asbestos & Insulation Workers	\$30.63	\$20.13	\$50.76	06/28/2010	
Asbestos & Insulation Workers	\$33.88	\$18.88	\$52.76	06/27/2011	
Asbestos & Insulation Workers	\$32.17	\$21.59	\$53.76	07/02/2012	
Asbestos & Insulation Workers	\$33.17	\$21.59	\$54.76	07/01/2013	
Asbestos & Insulation Workers	\$34.17	\$21.59	\$55.76	06/30/2014	
Boilermaker (Commercial, Institutional, and Minor Repair Work)	\$23.59	\$15.15	\$38.74	01/01/2010	
Boilermaker (Commercial, Institutional, and Minor Repair Work)	\$24.22	\$16.02	\$40.24	03/01/2011	
Boilermaker (Commercial, Institutional, and Minor Repair Work)	\$24.84	\$16.90	\$41.74	05/01/2012	
Boilermakers	\$37.35	\$28.12	\$65.47	01/01/2011	
Boilermakers	\$37.62	\$29.85	\$67.47	01/01/2012	
Boilermakers	\$38.69	\$31.13	\$69.82	01/01/2013	
Boilermakers	\$38.54	\$31.43	\$69.97	04/01/2013	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$30.28	\$15.77	\$46.05	05/02/2011	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$30.58	\$16.02	\$46.60	04/29/2012	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$31.01	\$16.29	\$47.30	04/28/2013	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$31.54	\$16.56	\$48.10	05/04/2014	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$32.12	\$16.83	\$48.95	05/03/2015	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$32.74	\$17.11	\$49.85	05/01/2016	
Carpenters	\$31.09	\$21.47	\$52.56	05/01/2011	
Carpenters	\$31.24	\$22.14	\$53.38	05/01/2012	
Carpenters	\$32.04	\$22.14	\$54.18	05/01/2013	
Carpenters	\$32.99	\$22.14	\$55.13	05/01/2014	
Carpenters	\$33.94	\$22.14	\$56.08	05/01/2015	
Cement Masons	\$25.60	\$16.43	\$42.03	05/01/2009	
Cement Masons	\$27.01	\$15.32	\$42.33	05/02/2010	
Cement Masons	\$27.71	\$15.37	\$43.08	05/01/2011	
Cement Masons	\$28.41	\$15.42	\$43.83	04/30/2012	
DockBuilder/Pile Drivers (Building, Heavy & Highway)	\$37.50	\$25.13	\$62.63	07/01/2008	
DockBuilder/Pile Drivers (Building, Heavy & Highway)	\$37.60	\$27.57	\$65.17	07/01/2010	
DockBuilder/Pile Drivers (Building, Heavy & Highway)	\$38.15	\$28.27	\$66.42	07/01/2011	
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	\$45.12	\$27.57	\$72.69	07/01/2010	
Drywall Finisher	\$23.31	\$12.57	\$35.88	05/01/2009	
Drywall Finisher	\$23.86	\$13.42	\$37.28	05/01/2010	

Drywall Finisher	\$23.86	\$15.42	\$39.28	05/01/2011	
Drywall Finisher	\$25.11	\$15.07	\$40.18	05/01/2012	
Drywall Finisher	\$25.11	\$16.22	\$41.33	05/01/2013	
Drywall Finisher	\$25.11	\$17.52	\$42.63	05/01/2014	
Electric Lineman	\$35.28	\$14.90	\$50.18	06/01/2008	
Electric Lineman	\$37.27	\$15.43	\$52.70	05/31/2009	
Electric Lineman	\$35.73	\$17.12	\$52.85	05/31/2010	
Electric Lineman	\$36.57	\$17.34	\$53.91	05/30/2011	
Electric Lineman	\$37.42	\$17.57	\$54.99	11/28/2011	
Electric Lineman	\$38.30	\$17.81	\$56.11	05/28/2012	
Electric Lineman	\$39.18	\$18.04	\$57.22	11/26/2012	
Electric Lineman	\$40.78	\$18.31	\$59.09	06/03/2013	
Electricians & Telecommunications Installation Technician	\$38.53	\$14.27	\$52.80	12/01/2011	
Electricians & Telecommunications Installation Technician	\$38.53	\$14.27	\$52.80	06/01/2012	
Electricians & Telecommunications Installation Technician	\$38.83	\$14.47	\$53.30	06/01/2013	
Electricians & Telecommunications Installation Technician	\$38.92	\$14.89	\$53.81	12/01/2013	
Electricians & Telecommunications Installation Technician	\$39.25	\$15.08	\$54.33	06/01/2014	
Electricians & Telecommunications Installation Technician	\$39.81	\$15.28	\$55.09	12/01/2014	
Elevator Constructor	\$37.85	\$16.47	\$54.32	01/01/2008	
Elevator Constructor	\$40.08	\$20.24	\$60.32	01/01/2010	
Elevator Constructor	\$41.33	\$25.30	\$66.63	01/01/2011	
Elevator Tender (Use Elevator Apprentice or Constructor)	\$0.00	\$0.00	\$0.00	01/01/2005	
Floor Layer	\$28.22	\$22.46	\$50.68	05/01/2010	
Floor Layer	\$28.75	\$23.26	\$52.01	05/01/2012	
Floor Layer	\$30.27	\$23.26	\$53.53	05/01/2013	
Floor Layer	\$31.62	\$23.26	\$54.88	05/01/2014	
Glazier	\$27.00	\$12.64	\$39.64	06/01/2008	
Glazier	\$29.22	\$11.92	\$41.14	06/01/2009	
Glazier	\$28.01	\$14.38	\$42.39	01/01/2012	
Glazier	\$28.01	\$15.38	\$43.39	05/01/2012	
Glazier	\$28.01	\$16.88	\$44.89	05/01/2013	
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	\$33.05	\$23.00	\$56.05	07/10/2010	
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	\$33.05	\$23.50	\$56.55	07/01/2011	
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	\$33.05	\$24.00	\$57.05	07/01/2012	
Laborers (Class 01 - See notes)	\$22.80	\$11.98	\$34.78	05/01/2009	
Laborers (Class 01 - See notes)	\$22.80	\$13.68	\$36.48	05/01/2010	
Laborers (Class 01 - See notes)	\$22.84	\$14.39	\$37.23	05/01/2011	
Laborers (Class 01 - See notes)	\$22.84	\$15.19	\$38.03	05/01/2012	
Laborers (Class 01 - See notes)	\$23.24	\$15.64	\$38.88	05/01/2013	
Laborers (Class 02 - See notes)	\$23.83	\$11.98	\$35.81	05/01/2009	
Laborers (Class 02 - See notes)	\$23.83	\$13.68	\$37.51	05/01/2010	
Laborers (Class 02 - See notes)	\$23.87	\$14.39	\$38.26	05/01/2011	

Laborers (Class 02 - See notes)	\$23.87	\$15.19	\$39.06	05/01/2012	
Laborers (Class 02 - See notes)	\$24.27	\$15.64	\$39.91	05/01/2013	
Laborers (Class 03 - See notes)	\$24.15	\$11.98	\$36.13	05/01/2009	
Laborers (Class 03 - See notes)	\$24.15	\$13.68	\$37.83	05/01/2010	
Laborers (Class 03 - See notes)	\$23.44	\$14.39	\$37.83	05/01/2011	
Laborers (Class 03 - See notes)	\$23.44	\$15.12	\$38.56	05/01/2012	
Laborers (Class 03 - See notes)	\$23.94	\$15.64	\$39.58	05/01/2013	
Laborers (Class 04 - See notes)	\$24.15	\$11.98	\$36.13	05/01/2009	
Laborers (Class 04 - See notes)	\$24.15	\$13.68	\$37.83	05/01/2010	
Laborers (Class 04 - See notes)	\$23.44	\$14.39	\$37.83	05/01/2011	
Laborers (Class 04 - See notes)	\$23.44	\$15.12	\$38.56	05/01/2012	
Laborers (Class 04 - See notes)	\$23.94	\$15.64	\$39.58	05/01/2013	
Laborers (Class 05 - See notes)	\$26.15	\$12.11	\$38.26	05/03/2009	
Laborers (Class 05 - See notes)	\$26.15	\$13.68	\$39.83	05/01/2010	
Laborers (Class 05 - See notes)	\$25.44	\$14.39	\$39.83	05/01/2011	
Laborers (Class 05 - See notes)	\$25.44	\$15.12	\$40.56	05/01/2012	
Laborers (Class 05 - See notes)	\$25.94	\$15.64	\$41.58	05/01/2013	
Laborers (Class 06 - See notes)	\$23.44	\$14.39	\$37.83	05/01/2011	
Laborers (Class 06 - See notes)	\$24.19	\$15.19	\$39.38	05/01/2012	
Laborers (Class 06 - See notes)	\$24.59	\$15.64	\$40.23	05/01/2013	
Millwright	\$33.11	\$23.49	\$56.60	07/01/2009	
Millwright	\$33.11	\$24.33	\$57.44	07/01/2010	
Millwright	\$33.76	\$24.99	\$58.75	07/01/2011	
Millwright	\$34.09	\$25.88	\$59.97	07/01/2012	
Operators (Building/Heavy, Class 01 - See Notes)	\$29.42	\$16.89	\$46.31	05/01/2009	
Operators (Building/Heavy, Class 01 - See Notes)	\$30.76	\$17.85	\$48.61	05/01/2010	
Operators (Building/Heavy, Class 01 - See Notes)	\$32.06	\$18.85	\$50.91	05/01/2011	
Operators (Building/Heavy, Class 01 - See Notes)	\$32.06	\$20.25	\$52.31	05/01/2012	
Operators (Building/Heavy, Class 01 - See Notes)	\$32.06	\$21.65	\$53.71	05/01/2013	
Operators (Building/Heavy, Class 01 - See Notes)	\$32.70	\$22.41	\$55.11	05/01/2014	
Operators (Building/Heavy, Class 01a - See Notes)	\$31.67	\$17.55	\$49.22	05/01/2009	
Operators (Building/Heavy, Class 01a - See Notes)	\$33.01	\$18.51	\$51.52	05/01/2010	
Operators (Building/Heavy, Class 01a - See Notes)	\$34.31	\$19.51	\$53.82	05/01/2011	
Operators (Building/Heavy, Class 01a - See Notes)	\$34.31	\$20.91	\$55.22	05/01/2012	
Operators (Building/Heavy, Class 01a - See Notes)	\$34.31	\$22.31	\$56.62	05/01/2013	
Operators (Building/Heavy, Class 01a - See Notes)	\$34.95	\$23.07	\$58.02	05/01/2014	
Operators (Building/Heavy, Class 02 - See Notes)	\$29.13	\$16.81	\$45.94	05/01/2009	
Operators (Building/Heavy, Class 02 - See Notes)	\$30.47	\$17.77	\$48.24	05/01/2010	
Operators (Building/Heavy, Class 02 - See Notes)	\$31.77	\$18.77	\$50.54	05/01/2011	
Operators (Building/Heavy, Class 02 - See Notes)	\$31.77	\$20.17	\$51.94	05/01/2012	

Labor Law Compliance

Operators (Building/Heavy, Class 02 - See Notes)	\$31.77	\$21.57	\$53.34	05/01/2013	
Operators (Building/Heavy, Class 02 - See Notes)	\$32.41	\$22.33	\$54.74	05/01/2014	
Operators (Building/Heavy, Class 02a - See Notes)	\$31.38	\$17.48	\$48.86	05/01/2009	
Operators (Building/Heavy, Class 02a - See Notes)	\$32.72	\$18.44	\$51.16	05/01/2010	
Operators (Building/Heavy, Class 02a - See Notes)	\$34.02	\$19.44	\$53.46	05/01/2011	
Operators (Building/Heavy, Class 02a - See Notes)	\$34.02	\$20.84	\$54.86	05/01/2012	
Operators (Building/Heavy, Class 02a - See Notes)	\$34.02	\$22.24	\$56.26	05/01/2013	
Operators (Building/Heavy, Class 02a - See Notes)	\$34.66	\$23.00	\$57.66	05/01/2014	
Operators (Building/Heavy, Class 03 - See Notes)	\$26.22	\$15.94	\$42.16	05/01/2009	
Operators (Building/Heavy, Class 03 - See Notes)	\$27.55	\$16.91	\$44.46	05/01/2010	
Operators (Building/Heavy, Class 03 - See Notes)	\$28.85	\$17.91	\$46.76	05/01/2011	
Operators (Building/Heavy, Class 03 - See Notes)	\$28.85	\$19.31	\$48.16	05/01/2012	
Operators (Building/Heavy, Class 03 - See Notes)	\$28.85	\$20.71	\$49.56	05/01/2013	
Operators (Building/Heavy, Class 03 - See Notes)	\$29.49	\$21.47	\$50.96	05/01/2014	
Operators (Building/Heavy, Class 04 - See Notes)	\$25.08	\$15.61	\$40.69	05/01/2009	
Operators (Building/Heavy, Class 04 - See Notes)	\$26.42	\$16.57	\$42.99	05/01/2010	
Operators (Building/Heavy, Class 04 - See Notes)	\$27.72	\$17.57	\$45.29	05/01/2011	
Operators (Building/Heavy, Class 04 - See Notes)	\$27.72	\$18.97	\$46.69	05/01/2012	
Operators (Building/Heavy, Class 04 - See Notes)	\$27.72	\$20.37	\$48.09	05/01/2013	
Operators (Building/Heavy, Class 04 - See Notes)	\$28.35	\$21.14	\$49.49	05/01/2014	
Operators (Building/Heavy, Class 05 - See Notes)	\$24.64	\$15.47	\$40.11	05/01/2009	
Operators (Building/Heavy, Class 05 - See Notes)	\$25.97	\$16.44	\$42.41	05/01/2010	
Operators (Building/Heavy, Class 05 - See Notes)	\$27.27	\$17.44	\$44.71	05/01/2011	
Operators (Building/Heavy, Class 05 - See Notes)	\$27.27	\$18.84	\$46.11	05/01/2012	
Operators (Building/Heavy, Class 05 - See Notes)	\$27.27	\$20.24	\$47.51	05/01/2013	
Operators (Building/Heavy, Class 05 - See Notes)	\$27.90	\$21.01	\$48.91	05/01/2014	
Operators (Building/Heavy, Class 06 - See Notes)	\$23.76	\$15.21	\$38.97	05/01/2009	
Operators (Building/Heavy, Class 06 - See Notes)	\$25.09	\$16.18	\$41.27	05/01/2010	
Operators (Building/Heavy, Class 06 - See Notes)	\$26.39	\$17.18	\$43.57	05/01/2011	
Operators (Building/Heavy, Class 06 - See Notes)	\$26.39	\$18.58	\$44.97	05/01/2012	

Operators (Building/Heavy, Class 06 - See Notes)	\$26.39	\$19.98	\$46.37	05/01/2013	
Operators (Building/Heavy, Class 06 - See Notes)	\$27.02	\$20.75	\$47.77	05/01/2014	
Operators (Building/Heavy, Class 07/A - See Notes)	\$35.30	\$19.38	\$54.68	05/01/2009	
Operators (Building/Heavy, Class 07/A - See Notes)	\$36.91	\$20.43	\$57.34	05/01/2010	
Operators (Building/Heavy, Class 07/A - See Notes)	\$38.47	\$21.53	\$60.00	05/01/2011	
Operators (Building/Heavy, Class 07/A - See Notes)	\$38.47	\$23.16	\$61.63	05/01/2012	
Operators (Building/Heavy, Class 07/A - See Notes)	\$38.47	\$24.79	\$63.26	05/01/2013	
Operators (Building/Heavy, Class 07/A - See Notes)	\$39.24	\$25.69	\$64.93	05/01/2014	
Operators (Building/Heavy, Class 07/B - See Notes)	\$34.96	\$19.27	\$54.23	05/01/2009	
Operators (Building/Heavy, Class 07/B - See Notes)	\$36.56	\$20.33	\$56.89	05/01/2010	
Operators (Building/Heavy, Class 07/B - See Notes)	\$38.12	\$21.43	\$59.55	05/01/2011	
Operators (Building/Heavy, Class 07/B - See Notes)	\$38.12	\$23.06	\$61.18	05/01/2012	
Operators (Building/Heavy, Class 07/B - See Notes)	\$38.12	\$24.69	\$62.81	05/01/2013	
Operators (Building/Heavy, Class 07/B - See Notes)	\$38.89	\$25.59	\$64.48	05/01/2014	
Painters Class 1 (see notes)	\$22.75	\$12.57	\$35.32	05/01/2009	
Painters Class 1 (see notes)	\$23.30	\$13.42	\$36.72	05/01/2010	
Painters Class 1 (see notes)	\$24.05	\$14.52	\$38.57	05/01/2011	
Painters Class 1 (see notes)	\$24.55	\$15.07	\$39.62	05/01/2012	
Painters Class 1 (see notes)	\$24.55	\$16.22	\$40.77	05/01/2013	
Painters Class 1 (see notes)	\$24.55	\$17.52	\$42.07	05/01/2014	
Painters Class 2 (see notes)	\$24.75	\$12.57	\$37.32	05/01/2009	
Painters Class 2 (see notes)	\$25.30	\$13.42	\$38.72	05/01/2010	
Painters Class 2 (see notes)	\$26.05	\$14.52	\$40.57	05/01/2011	
Painters Class 2 (see notes)	\$26.55	\$15.07	\$41.62	05/01/2012	
Painters Class 2 (see notes)	\$26.55	\$16.22	\$42.77	05/01/2013	
Painters Class 2 (see notes)	\$26.55	\$17.52	\$44.07	05/01/2014	
Painters Class 3 (see notes)	\$25.60	\$12.57	\$38.17	05/01/2009	
Painters Class 3 (see notes)	\$29.60	\$13.42	\$43.02	05/01/2010	
Painters Class 3 (see notes)	\$30.35	\$14.52	\$44.87	05/01/2011	
Painters Class 3 (see notes)	\$30.85	\$15.07	\$45.92	05/01/2012	
Painters Class 3 (see notes)	\$30.85	\$16.22	\$47.07	05/01/2013	
Painters Class 3 (see notes)	\$30.85	\$17.52	\$48.37	05/01/2014	
Plasterers	\$26.93	\$16.96	\$43.89	05/01/2010	
Plasterers	\$25.68	\$20.16	\$45.84	05/01/2011	
Plasterers	\$27.93	\$18.76	\$46.69	05/01/2012	
Plasterers	\$27.93	\$19.61	\$47.54	05/01/2013	
Plumbers	\$34.50	\$26.04	\$60.54	05/01/2011	
Plumbers	\$34.50	\$28.29	\$62.79	05/01/2012	
Plumbers	\$37.50	\$27.51	\$65.01	05/01/2013	
Roofers (Composition)	\$30.00	\$23.10	\$53.10	05/01/2009	
Roofers (Composition)	\$30.75	\$24.95	\$55.70	05/01/2010	



Roofers (Composition)	\$30.75	\$25.95	\$56.70	05/01/2011
Roofers (Composition)	\$31.05	\$26.95	\$58.00	05/01/2012
Roofers (Composition)	\$31.05	\$28.40	\$59.45	05/01/2013
Roofers (Shingle, Slate, Tile)	\$23.75	\$15.62	\$39.37	05/01/2011
Roofers (Shingle, Slate, Tile)	\$24.00	\$16.37	\$40.37	05/01/2012
Sheet Metal Workers	\$28.98	\$27.45	\$56.43	06/01/2008
Sheet Metal Workers	\$29.56	\$29.12	\$58.68	06/01/2009
Sheet Metal Workers	\$29.59	\$29.69	\$59.28	06/01/2010
Sheet Metal Workers	\$29.59	\$30.44	\$60.03	06/01/2011
Sheet Metal Workers	\$30.61	\$30.42	\$61.03	06/01/2012
Sign Makers and Hangars	\$24.17	\$15.99	\$40.16	07/01/2009
Sign Makers and Hangars	\$24.33	\$16.37	\$40.70	05/21/2010
Sprinklerfitters	\$33.85	\$17.60	\$51.45	01/01/2010
Sprinklerfitters	\$33.35	\$18.45	\$51.80	01/01/2011
Sprinklerfitters	\$34.18	\$18.45	\$52.63	04/01/2011
Sprinklerfitters	\$34.18	\$18.60	\$52.78	01/01/2012
Sprinklerfitters	\$35.21	\$18.65	\$53.86	04/01/2012
Sprinklerfitters	\$35.21	\$18.80	\$54.01	01/01/2013
Steamfitters	\$37.76	\$25.00	\$62.76	05/01/2009
Steamfitters	\$39.36	\$26.26	\$65.62	05/01/2010
Steamfitters	\$40.38	\$26.96	\$67.34	05/01/2012
Steamfitters	\$41.41	\$27.83	\$69.24	05/01/2013
Terrazzo Finisher	\$26.54	\$14.37	\$40.91	05/01/2009
Terrazzo Finisher	\$27.89	\$14.42	\$42.31	05/01/2010
Terrazzo Finisher	\$28.14	\$14.42	\$42.56	05/01/2011
Terrazzo Finisher	\$28.57	\$14.49	\$43.06	05/01/2012
Terrazzo Finisher	\$29.07	\$14.64	\$43.71	05/01/2013
Terrazzo Finisher	\$29.66	\$14.80	\$44.46	05/01/2014
Terrazzo Setter	\$27.16	\$17.37	\$44.53	05/01/2012
Terrazzo Setter	\$27.60	\$17.58	\$45.18	05/01/2013
Terrazzo Setter	\$28.13	\$17.80	\$45.93	05/01/2014
Tile & Marble Finisher	\$22.83	\$13.21	\$36.04	05/01/2011
Tile & Marble Finisher	\$23.83	\$13.26	\$37.09	05/01/2012
Tile & Marble Finisher	\$24.25	\$13.44	\$37.69	05/01/2013
Tile & Marble Finisher	\$24.76	\$13.63	\$38.39	05/01/2014
Tile & Marble Finisher	\$25.37	\$13.82	\$39.19	05/01/2015
Tile & Marble Finisher	\$26.07	\$14.02	\$40.09	05/01/2016
Tile & Marble Layer	\$26.31	\$15.22	\$41.53	05/01/2011
Tile & Marble Layer	\$26.91	\$15.80	\$42.71	05/01/2012
Tile & Marble Layer	\$27.24	\$16.07	\$43.31	05/01/2013
Tile & Marble Layer	\$27.67	\$16.34	\$44.01	05/01/2014
Tile & Marble Layer	\$28.20	\$16.61	\$44.81	05/01/2015
Tile & Marble Layer	\$28.82	\$16.89	\$45.71	05/01/2016
Truckdriver class 1(see notes)	\$29.58	\$0.00	\$29.58	05/01/2010
Truckdriver class 1(see notes)	\$30.73	\$0.00	\$30.73	05/01/2011
Truckdriver class 1(see notes)	\$30.98	\$0.00	\$30.98	05/01/2012
Truckdriver class 2 (see notes)	\$29.65	\$0.00	\$29.65	05/01/2010
Truckdriver class 2 (see notes)	\$30.80	\$0.00	\$30.80	05/01/2011
Truckdriver class 2 (see notes)	\$31.05	\$0.00	\$31.05	05/01/2012
Truckdriver class 3 (see notes)	\$30.14	\$0.00	\$30.14	05/01/2010
Truckdriver class 3 (see notes)	\$31.29	\$0.00	\$31.29	05/01/2011

Truckdriver class 3 (see notes)	\$31.54	\$0.00	\$31.54	05/01/2012

**Heavy/Highway**Find: 

Search

View All

If you can not find a classification under Heavy/Highway, please refer to the Building classifications

Search returned 155 record(s)

Contractor Craft	Hourly Rate	Fringe Benefits	Total	Effective Date	Expiration Date
Carpenter - Chief of Party (Surveying & Layout)	\$36.67	\$19.67	\$56.34	05/01/2010	
Carpenter - Chief of Party (Surveying & Layout)	\$34.09	\$20.17	\$54.26	11/01/2010	
Carpenter - Chief of Party (Surveying & Layout)	\$34.20	\$21.47	\$55.67	05/01/2011	
Carpenter - Chief of Party (Surveying & Layout)	\$35.93	\$22.14	\$58.07	05/01/2012	
Carpenter - Chief of Party (Surveying & Layout)	\$36.85	\$22.14	\$58.99	05/01/2013	
Carpenter - Chief of Party (Surveying & Layout)	\$37.94	\$22.14	\$60.08	05/01/2014	
Carpenter - Chief of Party (Surveying & Layout)	\$39.03	\$22.14	\$61.17	05/01/2015	
Carpenter - Instrument Person (Surveying & Layout)	\$33.34	\$19.67	\$53.01	05/01/2010	
Carpenter - Instrument Person (Surveying & Layout)	\$30.99	\$20.17	\$51.16	11/01/2010	
Carpenter - Instrument Person (Surveying & Layout)	\$31.09	\$21.47	\$52.56	05/01/2011	
Carpenter - Instrument Person (Surveying & Layout)	\$31.24	\$22.14	\$53.38	05/01/2012	
Carpenter - Instrument Person (Surveying & Layout)	\$32.04	\$22.14	\$54.18	05/01/2013	
Carpenter - Instrument Person (Surveying & Layout)	\$32.99	\$22.14	\$55.13	05/01/2014	
Carpenter - Instrument Person (Surveying & Layout)	\$33.94	\$22.14	\$56.08	05/01/2015	
Carpenter - Rodman (Surveying & Layout)	\$24.00	\$19.67	\$43.67	05/01/2010	
Carpenter - Rodman (Surveying & Layout)	\$22.31	\$20.17	\$42.48	11/01/2010	
Carpenter - Rodman (Surveying & Layout)	\$22.38	\$21.47	\$43.85	05/01/2011	
Carpenter - Rodman (Surveying & Layout)	\$22.49	\$22.14	\$44.63	05/01/2012	
Carpenter - Rodman (Surveying & Layout)	\$23.07	\$22.14	\$45.21	05/01/2013	
Carpenter - Rodman (Surveying & Layout)	\$23.75	\$22.14	\$45.89	05/01/2014	
Carpenter - Rodman (Surveying & Layout)	\$24.44	\$22.14	\$46.58	05/01/2015	
Carpenters	\$31.09	\$21.47	\$52.56	05/01/2011	
Carpenters	\$31.24	\$22.14	\$53.38	05/01/2012	
Carpenters	\$32.04	\$22.14	\$54.18	05/01/2013	
Carpenters	\$32.99	\$22.14	\$55.13	05/01/2014	
Carpenters	\$33.94	\$22.14	\$56.08	05/01/2015	
Laborers (Class 01 - See notes)	\$16.22	\$11.03	\$27.25	05/01/2009	
Laborers (Class 01 - See notes)	\$16.77	\$11.88	\$28.65	05/01/2010	

Laborers (Class 01 - See notes)	\$17.32	\$12.78	\$30.10	05/01/2011	
Laborers (Class 01 - See notes)	\$17.71	\$13.39	\$31.10	05/01/2012	
Laborers (Class 01 - See notes)	\$18.16	\$14.04	\$32.20	05/01/2013	
Laborers (Class 01 - See notes)	\$18.66	\$14.69	\$33.35	05/01/2014	
Laborers (Class 01 - See notes)	\$19.21	\$15.34	\$34.55	05/01/2015	
Laborers (Class 02 - See notes)	\$22.84	\$11.03	\$33.87	05/01/2009	
Laborers (Class 02 - See notes)	\$23.39	\$11.88	\$35.27	05/01/2010	
Laborers (Class 02 - See notes)	\$23.94	\$12.78	\$36.72	05/01/2011	
Laborers (Class 02 - See notes)	\$24.33	\$13.39	\$37.72	05/01/2012	
Laborers (Class 02 - See notes)	\$24.78	\$14.04	\$38.82	05/01/2013	
Laborers (Class 02 - See notes)	\$25.28	\$14.69	\$39.97	05/01/2014	
Laborers (Class 02 - See notes)	\$25.83	\$15.34	\$41.17	05/01/2015	
Laborers (Class 03 - See notes)	\$19.83	\$11.03	\$30.86	05/01/2009	
Laborers (Class 03 - See notes)	\$20.38	\$11.88	\$32.26	05/01/2010	
Laborers (Class 03 - See notes)	\$20.93	\$12.78	\$33.71	05/01/2011	
Laborers (Class 03 - See notes)	\$21.32	\$13.39	\$34.71	05/01/2012	
Laborers (Class 03 - See notes)	\$21.77	\$14.04	\$35.81	05/01/2013	
Laborers (Class 03 - See notes)	\$22.27	\$14.69	\$36.96	05/01/2014	
Laborers (Class 03 - See notes)	\$22.82	\$15.34	\$38.16	05/01/2015	
Laborers (Class 04 - See notes)	\$20.18	\$11.03	\$31.21	05/01/2009	
Laborers (Class 04 - See notes)	\$20.73	\$11.88	\$32.61	05/01/2010	
Laborers (Class 04 - See notes)	\$21.28	\$12.78	\$34.06	05/01/2011	
Laborers (Class 04 - See notes)	\$21.67	\$13.39	\$35.06	05/01/2012	
Laborers (Class 04 - See notes)	\$22.12	\$14.04	\$36.16	05/01/2013	
Laborers (Class 04 - See notes)	\$22.62	\$14.69	\$37.31	05/01/2014	
Laborers (Class 04 - See notes)	\$23.17	\$15.34	\$38.51	05/01/2015	
Laborers (Class 05 - See notes)	\$20.85	\$11.03	\$31.88	05/01/2009	
Laborers (Class 05 - See notes)	\$21.40	\$11.88	\$33.28	05/01/2010	
Laborers (Class 05 - See notes)	\$21.95	\$12.78	\$34.73	05/01/2011	
Laborers (Class 05 - See notes)	\$22.34	\$13.39	\$35.73	05/01/2012	
Laborers (Class 05 - See notes)	\$22.79	\$14.04	\$36.83	05/01/2013	
Laborers (Class 05 - See notes)	\$23.29	\$14.69	\$37.98	05/01/2014	
Laborers (Class 05 - See notes)	\$23.84	\$15.34	\$39.18	05/01/2015	
Laborers (Class 06 - See notes)	\$20.27	\$11.03	\$31.30	05/01/2009	
Laborers (Class 06 - See notes)	\$20.82	\$11.88	\$32.70	05/01/2010	
Laborers (Class 06 - See notes)	\$21.37	\$12.78	\$34.15	05/01/2011	
Laborers (Class 06 - See notes)	\$21.76	\$13.39	\$35.15	05/01/2012	
Laborers (Class 06 - See notes)	\$22.21	\$14.04	\$36.25	05/01/2013	
Laborers (Class 06 - See notes)	\$22.71	\$14.69	\$37.40	05/01/2014	
Laborers (Class 06 - See notes)	\$23.26	\$15.34	\$38.60	05/01/2015	
Laborers (Class 07 - See notes)	\$20.56	\$11.03	\$31.59	05/01/2009	
Laborers (Class 07 - See notes)	\$21.11	\$11.88	\$32.99	05/01/2010	
Laborers (Class 07 - See notes)	\$21.66	\$12.78	\$34.44	05/01/2011	
Laborers (Class 07 - See notes)	\$22.05	\$13.39	\$35.44	05/01/2012	
Laborers (Class 07 - See notes)	\$22.50	\$14.04	\$36.54	05/01/2013	
Laborers (Class 07 - See notes)	\$23.00	\$14.69	\$37.69	05/01/2014	
Laborers (Class 07 - See notes)	\$23.55	\$15.34	\$38.89	05/01/2015	
Laborers (Class 08 - See notes)	\$21.04	\$11.03	\$32.07	05/01/2009	
Laborers (Class 08 - See notes)	\$21.59	\$11.88	\$33.47	05/01/2010	
Laborers (Class 08 - See notes)	\$22.14	\$12.78	\$34.92	05/01/2011	
Laborers (Class 08 - See notes)	\$22.53	\$13.39	\$35.92	05/01/2012	

Laborers (Class 08 - See notes)	\$22.98	\$14.04	\$37.02	05/01/2013	
Laborers (Class 08 - See notes)	\$23.48	\$14.69	\$38.17	05/01/2014	
Laborers (Class 08 - See notes)	\$24.03	\$15.34	\$39.37	05/01/2015	
Operators (Highway, Class 01 - See Notes)	\$27.45	\$16.30	\$43.75	05/01/2009	
Operators (Highway, Class 01 - See Notes)	\$28.79	\$17.26	\$46.05	05/01/2010	
Operators (Highway, Class 01 - See Notes)	\$30.09	\$18.26	\$48.35	05/01/2011	
Operators (Highway, Class 01 - See Notes)	\$30.09	\$19.51	\$49.60	05/01/2012	
Operators (Highway, Class 01 - See Notes)	\$30.09	\$20.76	\$50.85	05/01/2013	
Operators (Highway, Class 01 - See Notes)	\$30.38	\$21.72	\$52.10	05/01/2014	
Operators (Highway, Class 01a - See Notes)	\$29.70	\$16.98	\$46.68	05/01/2009	
Operators (Highway, Class 01a - See Notes)	\$31.04	\$17.94	\$48.98	05/01/2010	
Operators (Highway, Class 01a - See Notes)	\$32.34	\$18.94	\$51.28	05/01/2011	
Operators (Highway, Class 01a - See Notes)	\$32.34	\$20.19	\$52.53	05/01/2012	
Operators (Highway, Class 01a - See Notes)	\$32.34	\$21.44	\$53.78	05/01/2013	
Operators (Highway, Class 01a - See Notes)	\$32.63	\$22.40	\$55.03	05/01/2014	
Operators (Highway, Class 02 - See Notes)	\$26.27	\$15.96	\$42.23	05/01/2009	
Operators (Highway, Class 02 - See Notes)	\$27.61	\$16.92	\$44.53	05/01/2010	
Operators (Highway, Class 02 - See Notes)	\$28.91	\$17.92	\$46.83	05/01/2011	
Operators (Highway, Class 02 - See Notes)	\$28.91	\$19.17	\$48.08	05/01/2012	
Operators (Highway, Class 02 - See Notes)	\$28.91	\$20.42	\$49.33	05/01/2013	
Operators (Highway, Class 02 - See Notes)	\$29.21	\$21.37	\$50.58	05/01/2014	
Operators (Highway, Class 03 - See Notes)	\$25.58	\$15.75	\$41.33	05/01/2009	
Operators (Highway, Class 03 - See Notes)	\$26.91	\$16.72	\$43.63	05/01/2010	
Operators (Highway, Class 03 - See Notes)	\$28.21	\$17.72	\$45.93	05/01/2011	
Operators (Highway, Class 03 - See Notes)	\$28.21	\$18.97	\$47.18	05/01/2012	
Operators (Highway, Class 03 - See Notes)	\$28.21	\$20.22	\$48.43	05/01/2013	
Operators (Highway, Class 03 - See Notes)	\$28.50	\$21.18	\$49.68	05/01/2014	
Operators (Highway, Class 04 - See Notes)	\$25.13	\$15.62	\$40.75	05/01/2009	
Operators (Highway, Class 04 - See Notes)	\$26.46	\$16.59	\$43.05	05/01/2010	
Operators (Highway, Class 04 - See Notes)	\$27.76	\$17.59	\$45.35	05/01/2011	
Operators (Highway, Class 04 - See Notes)	\$27.75	\$18.85	\$46.60	05/01/2012	

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Operators (Highway, Class 04 - See Notes)	\$27.75	\$20.10	\$47.85	05/01/2013	
Operators (Highway, Class 04 - See Notes)	\$28.05	\$21.05	\$49.10	05/01/2014	
Operators (Highway, Class 05 - See Notes)	\$24.62	\$15.47	\$40.09	05/01/2009	
Operators (Highway, Class 05 - See Notes)	\$25.95	\$16.44	\$42.39	05/01/2010	
Operators (Highway, Class 05 - See Notes)	\$27.25	\$17.44	\$44.69	05/01/2011	
Operators (Highway, Class 05 - See Notes)	\$27.25	\$18.69	\$45.94	05/01/2012	
Operators (Highway, Class 05 - See Notes)	\$27.25	\$19.94	\$47.19	05/01/2013	
Operators (Highway, Class 05 - See Notes)	\$27.54	\$20.90	\$48.44	05/01/2014	
Operators (Highway, Class 06 - See Notes)	\$27.69	\$16.36	\$44.05	05/01/2009	
Operators (Highway, Class 06 - See Notes)	\$29.03	\$17.32	\$46.35	05/01/2010	
Operators (Highway, Class 06 - See Notes)	\$30.33	\$18.32	\$48.65	05/01/2011	
Operators (Highway, Class 06 - See Notes)	\$30.33	\$19.57	\$49.90	05/01/2012	
Operators (Highway, Class 06 - See Notes)	\$30.33	\$20.82	\$51.15	05/01/2013	
Operators (Highway, Class 06 - See Notes)	\$30.62	\$21.78	\$52.40	05/01/2014	
Operators (Highway, Class 06/A - See Notes)	\$29.94	\$17.02	\$46.96	05/01/2009	
Operators (Highway, Class 06/A - See Notes)	\$31.28	\$17.98	\$49.26	05/01/2010	
Operators (Highway, Class 06/A - See Notes)	\$32.58	\$18.98	\$51.56	05/01/2011	
Operators (Highway, Class 06/A - See Notes)	\$32.59	\$20.23	\$52.82	05/01/2012	
Operators (Highway, Class 06/A - See Notes)	\$32.58	\$21.48	\$54.06	05/01/2013	
Operators (Highway, Class 06/A - See Notes)	\$32.87	\$22.44	\$55.31	05/01/2014	
Operators (Highway, Class 07/A - See Notes)	\$32.94	\$18.67	\$51.61	05/01/2009	
Operators (Highway, Class 07/A - See Notes)	\$34.55	\$19.72	\$54.27	05/01/2010	
Operators (Highway, Class 07/A - See Notes)	\$36.10	\$20.83	\$56.93	05/01/2011	
Operators (Highway, Class 07/A - See Notes)	\$36.10	\$22.28	\$58.38	05/01/2012	
Operators (Highway, Class 07/A - See Notes)	\$36.10	\$23.73	\$59.83	05/01/2013	
Operators (Highway, Class 07/A - See Notes)	\$36.45	\$24.88	\$61.33	05/01/2014	
Operators (Highway, Class 07/B - See Notes)	\$31.53	\$18.25	\$49.78	05/01/2009	
Operators (Highway, Class 07/B - See Notes)	\$33.13	\$19.31	\$52.44	05/01/2010	
Operators (Highway, Class 07/B - See Notes)	\$34.69	\$20.41	\$55.10	05/01/2011	
Operators (Highway, Class 07/B - See Notes)	\$34.69	\$21.86	\$56.55	05/01/2012	

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Operators (Highway, Class 07/B - See Notes)	\$34.69	\$23.31	\$58.00	05/01/2013	
Operators (Highway, Class 07/B - See Notes)	\$35.04	\$24.46	\$59.50	05/01/2014	
Steamfitters (Heavy and Highway - Gas Distribution)	\$27.01	\$22.48	\$49.49	05/01/2007	
Steamfitters (Heavy and Highway - Gas Distribution)	\$30.27	\$26.09	\$56.36	05/01/2010	
Steamfitters (Heavy and Highway - Gas Distribution)	\$34.87	\$26.86	\$61.73	05/01/2012	
Steamfitters (Heavy and Highway - Gas Distribution)	\$36.02	\$27.73	\$63.75	05/01/2013	
Truckdriver class 1(see notes)	\$29.58	\$0.00	\$29.58	05/01/2010	
Truckdriver class 1(see notes)	\$30.73	\$0.00	\$30.73	05/01/2011	
Truckdriver class 1(see notes)	\$30.98	\$0.00	\$30.98	05/01/2012	
Truckdriver class 2 (see notes)	\$29.65	\$0.00	\$29.65	05/01/2010	
Truckdriver class 2 (see notes)	\$30.80	\$0.00	\$30.80	05/01/2011	
Truckdriver class 2 (see notes)	\$31.05	\$0.00	\$31.05	05/01/2012	
Truckdriver class 3 (see notes)	\$30.14	\$0.00	\$30.14	05/01/2010	
Truckdriver class 3 (see notes)	\$31.29	\$0.00	\$31.29	05/01/2011	
Truckdriver class 3 (see notes)	\$31.54	\$0.00	\$31.54	05/01/2012	

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**Bureau of Labor Law Compliance**  
**Labor & Industry Building**  
**Room 1301**  
**651 Boas Street**  
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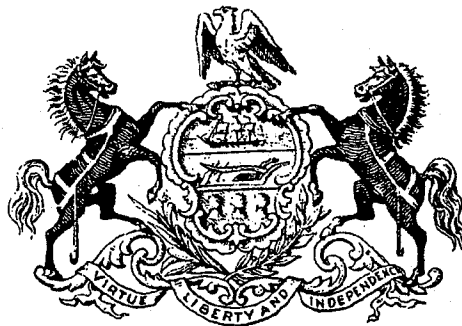
## **NOTICE TO CONTRACTORS**

**Payment of Pennsylvania prevailing wages is required for projects whose total cost is greater than \$25,000. Prevailing wages are not required for projects costing less than \$25,000. A copy of the Pennsylvania Wage Decision is attached. If applicable, prevailing wage payroll certifications must be submitted on a weekly basis during the course of the project. Please forward payroll certifications to:**

**Jennifer Swett  
Safety, Wellness and Training Coordinator  
City of Bethlehem  
10 E Church Street  
Bethlehem, PA 18018  
610-865-7099  
fax 610-865-7727  
jswett@bethlehem-pa.gov**



# **REGULATIONS FOR PENNSYLVANIA PREVAILING WAGE ACT**



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF LABOR AND INDUSTRY  
BUREAU OF LABOR LAW COMPLIANCE**

**1997 EDITION**

## Subchapter E. PREVAILING REGULATIONS

Sec.

- 9.101. Purpose and scope.
- 9.102. Definitions.
- 9.103. Required provisions.
- 9.104. Duty of the public body.
- 9.105. Determination of classification and general prevailing minimum wage rates.
- 9.106. Payment of general prevailing minimum wage rates.
- 9.107. Petition for review of rates and hearing.
- 9.108. Posting of wage rates.
- 9.109. Records and inspection.
- 9.110. Certification of rate of wage and payment by contractor or subcontractor.
- 9.111. Remedies and penalties.
- 9.112. Workmen's rights.

### Authority

The provisions of this Subchapter E issued under act of August 15, 1961 (P.L. 987) (43 P.S. § 165-14), unless otherwise noted.

### Source

The provisions of this Subchapter E adopted May 23, 1975, 5 Pa.B. 1347, unless otherwise noted.

### Notes of Decisions

The Secretary of Labor and Industry's definition of workers as "electricians" on a public works project, and therefore subjecting their employer to payment of the wages not paid in violation of the Pennsylvania Prevailing Wage Act (43 P.S. §§ 165-1 — 165-17) would not be disturbed as the determination was neither erroneous nor inconsistent with the statute. *Henkels & McCoy, Inc. v. Department of Labor and Industry*, 598 A.2d 1065 (Pa. Cmwlth. 1991).

#### § 9.101. Purpose and scope.

(a) Every contract to which the Commonwealth, its political subdivisions, an authority created by the General Assembly of the Commonwealth including authorities created under the Municipality Authorities Act of 1945 (53 P. S. §§ 301-401) and instrumentalities or agencies of the Commonwealth is a party, for construction, reconstruction, demolition, alteration or repair work other than maintenance work where the estimated cost of the total project is in excess of \$25,000, which requires or involves the employment by a contractor or subcontractor of laborers, mechanics, skilled and semi-skilled laborers and apprentices in the performance of services directly upon the public work project shall include in its specifications a provision stating the general prevailing minimum wage rates as determined by the Secretary which shall be paid for each craft or classification of workmen needed to perform the contract during the anticipated term thereof in the locality in which the public work is performed.

(b) Every person paid by a contractor or a subcontractor in any manner for his labor in the construction, reconstruction, demolition, alteration or repair work other than maintenance work done under contract and paid for in whole or in part out of the funds of a public body except work performed under a rehabilitation program or manpower training programs is "employed" and "receiving wages."

(c) These regulations do not apply to a public works contracts subject to the Walsh-Healey Act (41 U.S.C.A. §§ 35-45) or section 1 of the Davis-Bacon Act (40 U.S.C.A. § 276(a)).

(d) Work performed under a rehabilitation program arranged by and at a State institution primarily for teaching and up-grading the skills and employment opportunities of the inmates of the institution is not to be considered public work performed by a public body as defined in the act and this Subchapter.

### Notes of Decisions

The court declared the Pennsylvania Prevailing Wage Act (Act) (43 P. S. §§ 165-1-165-17) and its accompanying regulations invalid and unenforceable because they were preempted by ERISA where the Act related to ERISA plans regarding fringe benefits. *Keystone Chapter, Assoc. Builders and Contractors, Ind. v. Foley*, 837 F.Supp. 654 (M. D. PA. 1993).

### § 9.102. Definitions.

The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

*Act*—The Pennsylvania Prevailing Wage Act (43 P. S. §§ 165-1-165-17).

*Apprentice*—A person employed and working under a bona fide apprenticeship program, directly related to the particular craft involved in the construction industry and registered with an approved by the Pennsylvania Apprenticeship and Training Council and whose training and employment are in full compliance with the provisions of The Apprenticeship and Training Act (43 P. S. §§ 90.1-90.10), approved July 14, 1961.

*Authorized deduction*—Those deductions which are authorized by the Wage Payment and Collection Law (43 P. S. §§ 260.1-260.45), approved July 14, 1961 and the Regulations of the Department of Labor and Industry issued pursuant thereto.

*Bona fide collective bargaining agreement*—The agreement negotiated between the historically established and recognized bargaining representatives for the employers and of the workmen for the particular crafts or classifications involved providing for applicable wage rates, hours of work, working conditions and contributions for employee benefits as defined in "contributions for employee benefits" in this section.

*Classification*—Specific categories of jobs which are performed within a "craft" as defined in this section. The term includes those specific categories of jobs which are performed by a "workman," as defined in section 2(7) of the act (43 P. S. § 165-2(17)) and this section, and "apprentice," as defined in this section.

*Contributions for employee benefits*—"Fringe benefits" paid or to be paid, including payment made whether directly or indirectly, to the workmen for sick, disability, death, other than Workmen's Compensation, medical, surgical, hospital, vacation, travel expense, retirement and pension benefits.

*Craft*—Special skills and trades which are recognized as such by custom and usage in the building and construction industry.

*Department*—The Department of Labor and Industry of the Commonwealth.

*General prevailing minimum wage rates, prevailing wage rates, minimum wage rates and wage rates*—Rates as determined by the Secretary, as payable in the locality in which the public work is to be performed, for the respective crafts and classifications, including the amount of contributions for employee benefits as required by the act.

*Locality*—A political subdivision, or combination of the same, within the county in which the public work is to be performed. When no workmen for which a prevailing minimum wage is to be determined hereunder are employed in the locality, the locality may be extended to include adjoining

political subdivisions where the workmen are employed in those crafts or trades for which there are no workmen employed in the locality as otherwise herein defined.

*Maintenance work*—The repair of existing facilities when the size, type or extent of the facilities is not thereby changed or increased.

*Public body*—The Commonwealth of Pennsylvania, its political subdivisions, authorities created by the General Assembly of the Commonwealth and instrumentalities or agencies of the Commonwealth.

*Public work*—Construction, reconstruction, demolition, alteration or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of \$25,000. The term does not include work performed under a rehabilitation or manpower training program.

*Secretary*—The Secretary of Labor and Industry or his authorized deputy or representative.

*Workman*—Includes laborer, mechanic, skilled and semiskilled laborer and apprentices employed by a contractor or subcontractor and engaged in the performance of services directly upon the public work project, regardless of whether their work becomes a component part thereof. The term does not include material suppliers or their employees who do not perform services at the job site.

### Notes of Decisions

#### *Preemption*

The union fund correctly argued that its suit under the Public Works Contractors' Bond Law (8 P. S. § 191 et seq.) was not preempted by Employee Retirement and Income Security Act (ERISA), 29 U.S.C.A. § 1001 et seq., because the Bond Law made no reference to ERISA plans and was not related to employee benefit plans or the enforcement of those plans. Thus, the Union Fund's cause of action against the bond insuring company can survive the company's motion for summary judgment. *Carpenters v. National Union Fire Insurance of Pittsburgh*, 686 A.2d 1373 (Pa. Cmwlth. 1996).

### Cross References

This section cited in 34 Pa. Code § 9.105 (relating to determination of classification and general prevailing minimum wage rates).

#### § 9.103. Required provisions.

The specifications for every contract for a public work as defined herein shall contain at least the following conditions, provisions and requirements:

(1) The general prevailing minimum wage rates including contributions for employee benefits as determined by the Secretary which shall be paid to the workmen employed in the performance of the contract. The contract shall specifically provide that the contractor shall pay at least the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the act approved August 15, 1961, and the regulations issued thereto, to assure the full and proper payment of the rates.

(2) The contract shall contain the stipulation that workmen shall be paid at least the general prevailing minimum wage rates and other provisions to assure payment thereof as set forth in this section.

(3) The contract provisions apply to work performed on the contract by the contractor and to work performed on the contract by subcontractors.

(4) The contractor shall insert in each of his subcontracts the stipulations contained in these required provisions and other stipulations as may be required.

(5) The contract shall provide that no workmen may be employed on the public work except in accordance with the classifications in the decision of the Secretary. If additional or different classifications are necessary the procedure in § 9.107 (relating to petition for review of rates and hearings) shall be followed.

(6) The contract shall provide that workmen employed or working on the public work shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and workmen, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the act or this title prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a workman on public work.

(7) The contract shall provide that the contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workmen their wages. The posted notice of wage rates shall contain the following information:

(i) The name of project.

(ii) The name of the public body for which it is being constructed.

(iii) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

(iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.

(v) A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or this title, they may file a protest in writing with the Secretary within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action shall be exercised within 6 months from the occurrence of the event creating the right.

(8) The contract shall provide that the contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each workman employed by him in connection with the public work. The record shall include deductions from each workman. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his authorized representatives.

(9) The contract shall provide that apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with The Apprenticeship and Training Act (43 P. S. §§ 90.1-90.10), approved July 14, 1961, and the regulations issued thereto shall be employed on the public work project. A workman using the tools of a craft who does not qualify as an apprentice within this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.

(10) Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

(11) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the act and this subchapter, regardless of the average hourly earnings resulting therefrom.

(12) The contract shall also provide that each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this section or if wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

(13) The provisions of the act and this subchapter shall be incorporated by reference in the contract.

### **Cross References**

This section cited in 34 Pa. Code § 9.108 (relating to posting of wage rates); and 34 Pa. Code § 9.110 (relating to certification of rate of wage and payment by contractor or subcontractor).

#### **§ 9.104. Duty of the public body.**

(a) It is the duty of the public body awarding a contract for public work to request the Secretary for determination of the general prevailing minimum wage rates to be paid workmen on the public work project. The request shall be made on forms issued for the purpose by the Department. A new request for predetermination shall be made if the contract is not awarded within 120 days from the determination date.

(b) It is the duty of the public body to enforce the posting of wage rate determinations in accordance with the provisions of section 9 of the act (43 P. S. § 165-9) and § 9.108 (relating to posting of wage rates). The fiscal officer of the public body, the treasurer or other officer of the public body, charged with the custody and disbursement of the funds of the public body, shall ascertain that the wage rates as determined by the Secretary are paid and that the job classifications are maintained, otherwise it is his duty to hold up final payment and to inform the Secretary of the failure by the contractor or a subcontractor to comply with the act.

### **Notes of Decisions**

#### *Time Limitations*

Although the borough awarded the company the contract more than 120 days after the determination of the prevailing minimum wage and although the borough never made a new request for a predetermination, the company waived its right to protest the predetermination by failing to adhere to the 120 day time period. *Linde Enter., Inc. v. Prevailing Wage Appeals Board*, 676 A.2d 310 (Pa. Cmwlth. 1996).

#### **§ 9.105. Determination of classification and general prevailing minimum wage rates.**

(a) For the purpose of making a determination of the general prevailing minimum wage rates in the locality in which the public work is to be performed for each craft or classification during the anticipated term of the contract, the Secretary may ascertain and consider the wage rates and employee benefits established by collective bargaining agreements.

(b) If a bona fide collective bargaining agreement has expired by the terms thereof, the Secretary

may ascertain and consider the wage rates and employee benefits established thereby until a new bona fide collective bargaining agreement, as defined in § 9.102 (relating to definitions), has been executed.

(c) The Secretary may also consider the following:

(1) Information obtained from Federal agencies charged with the administration of labor standards provisions of Federal acts applicable to contracts covering contractors and subcontractors on public building and public work and on building and work financed in whole or in part by loans and grants of the United States, within the locality.

(2) The number of skilled, competent and experienced workmen within the locality who are generally available for employment on public work.

(3) Statements signed and certified by contractors and subcontractors and union representatives showing wage rates paid on projects, within the locality. These statements to be relevant to a wage determination shall indicate the names and addresses of the contractors, including the subcontractors, the locations, approximate cost, dates of construction and type of projects, the number of workmen employed and the number of man hours worked in each craft or classification on each project and the respective wage rates paid the workmen, which wage rates shall consist only of rates paid for services performed solely within the classification for which it is submitted.

(4) Other information pertinent to the determination of prevailing minimum wage rates.

(d) The Secretary will conduct a continuing program for obtaining and compiling of wage rate information and shall encourage the voluntary submission of wage rate data by contractors, contractors' associations, labor organizations, public officials and other interested parties, reflecting wage rates paid to workmen in the various types of construction in the locality. Rates shall be determined for varying types of projects within the entire range of work performed by the building and construction industry. Information submitted shall reflect not only the specified wage rate or rates paid to a particular craft in the locality but also the type or types of construction on which the wage rate or rates have been paid. If the Secretary deems that the data at hand is insufficient to make a determination with respect to the crafts or classifications necessary to perform the proposed public work, he may have a field survey conducted by his staff representative for the purpose of obtaining additional information upon which to make a determination of the wage rates, and also the customs, usages and practices as to the type of work to which the wage rates apply and the size of available force of qualified workmen within the locality in which the public work is to be performed.

#### Notes of Decisions

Granting authority to the Secretary to consider fringe benefits determined by collective bargaining when he is making prevailing wage determinations is not an unconstitutional denial of equal protection to nonunion contractors and employees, since he is not required to make his determination solely on the basis of rates in collective bargaining. *Keystone Chapter of Associated Builders and Contractors, Inc. v. Department of Labor and Industry*, 414 A.2d 1129 (Pa. Cmwlth. 1980).

If the parties introduce exhibits which in some way do not comply with the standards of 34 Pa. Code § 9.105(c)(3), the Secretary may give more weight to evidence which includes fringe benefits and projects of every nature and which clearly demonstrates prevailing wage rates for the year in question rather to evidence which does not include fringe benefits, excludes public works projects and some major private projects, and lumps together wage rates from previous years to establish current wage rates. *Keystone Chapter of Associated Builders and Contractors, Inc. v. Department of Labor and Industry*, 414 A.2d 1129 (Pa. Cmwlth. 1980).

#### § 9.106. Payment of general prevailing minimum wage rates.

(a) Not less than the general prevailing minimum wage rates determined by the Secretary under the

act and this subchapter may be paid unconditionally, by contractors and subcontractors to workmen in their respective crafts and classifications on public work and the workmen can not be required to refund, directly or indirectly, part of the wages. It is no defense that workmen accepted or agreed to accept less than the required rate of wages or voluntarily made refunds, in any form or manner.

(b) Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

(c) Payment of compensation to workmen for work performed on public work on a lump sum basis or a piece work system or a price certain for the completion of certain amount of work or the production of a certain result shall be deemed a violation of the act and this subchapter, regardless of the average hourly earnings resulting therefrom.

#### **§ 9.107. Petition for review of rates and hearings.**

(a) A prospective bidder or his representative, a representative of a group of employers engaged in the particular type of construction, reconstruction, demolition, alteration or repair work, a representative of a craft or classification of workmen or the public body affected by the determination made by the Secretary, may on verified petition request a review of this determination in accordance with the procedures required by section 8 of the act (43 P. S. § 165-8).

(b) The Secretary will, after notice and hearing as prescribed by section 8 of the act, make a final determination of the general prevailing minimum wage rates to be paid to workmen on the public work project. The public body when notified by the Secretary that a verified petition has been filed shall extend the closing date for the submission of bids until 5 days after the Secretary's final determination. Within 10 days after hearing the Secretary will make a determination and transmit it in writing to the public body and to the interested parties. This determination shall be final unless within 10 days an appeal is filed with the Appeals Board.

(c) If, after a contract has been awarded, it is deemed advisable by the public body because of unforeseen construction development to list an additional classification and wage rate therefor the public body shall request, in writing, a determination thereof by the Secretary. A copy of this request shall be given to interested parties and shall also be posted at an appropriate place at the site of the public work project. The Secretary will thereupon give consideration to the request and if he determines that the additional classification requested is necessary, he will determine the classification and wage rate therefor and notify the interested parties of his determination, which shall be effective as of the date on which it is made. Additional classifications shall be made in conformity with this procedure.

#### **Cross References**

This section cited in 34 Pa. Code § 9.103 (relating to required provisions).

#### **§ 9.108. Posting of wage rates.**

The contractors and subcontractors on the public work project shall post a notice or notices in the manner and form prescribed by § 9.103 (relating to required provisions). This notice is to be clearly legible and placed in a prominent and easily accessible place at the site of the public work project and at places used by them to pay workmen their wages.

#### **Cross References**

This section cited in 34 Pa. Code § 9.104 (relating to duty of the public body).

#### **§ 9.109. Records and inspection.**

The accurate record of employment and wage payments required to be kept and preserved by contrac-



tors and subcontractors on public work shall include at least the following information:

(1) The name, address and social security number of each workman.

(2) The craft, if applicable, the classification within each craft, and any other classification including apprenticeship, at which the workman worked. These records shall show the number of hours in each day, specified by actual calendar date, during which each workman worked and if he worked in more than one craft or classification for which different rates were payable the records shall show the number of hours in each day as aforesaid in which he worked at the different crafts or classifications. Time cards of employees shall be kept and preserved as records required by the act and this subchapter. In addition, the original signed indentures for each apprentice and the approvals of the Pennsylvania Apprenticeship and Training Council shall be kept. The records shall be preserved for 2 years from date of payment and shall be open at all reasonable hours for inspection by the public body awarding the contract and by the Secretary, and shall be made easily accessible within this Commonwealth within a period of 7 days from the date on which the Secretary requests in writing that these records be made so available.

#### **§ 9.110. Certification of rate of wage and payment by contractor or subcontractor.**

(a) It is the duty of the treasurer or other officer charged with the custody and disbursement of public funds applicable to the public work contract under and pursuant to which payment is made, to require the contractor and subcontractor to file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency under oath in form satisfactory to the Secretary certifying that workmen have been paid wages in strict conformity with the contract as prescribed by § 9.103(7) (relating to required provisions) or if wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

(b) It is the duty of the treasurer or other officer charged with the custody and disbursement of public funds to withhold the amount of wages unpaid or not paid in accordance with § 9.103 for the benefit of the workman whose wages have not been paid by the contractor and he may pay directly to a workman the amount shown to be due him. Each contractor and subcontractor shall also certify that he is not receiving or requiring, or will not receive or require, directly or indirectly, from a workman a refund of the minimum wage.

(c) A contractor or subcontractor who shall, under oath, verify the statements required to be filed under section 10 of the act (43 P. S. § 165-10) which are known to him to be false, shall be guilty of a misdemeanor, and shall, upon conviction, be sentenced to pay a fine of not exceeding \$2,500 or to undergo imprisonment not exceeding 5 years, or both.

#### **§ 9.111. Remedies and penalties.**

(a) It is the duty of the Secretary where a timely protest has been filed by a workman that he has been paid less than the general prevailing minimum wage rate, to investigate the matter and determine whether or not there has been a failure to pay the general prevailing minimum wage rate and whether this failure was intentional or otherwise. The Secretary will hold appropriate hearings upon due notice to interested parties including the workman, the employer and their respective representatives, if any. If the Secretary, after hearing, has determined that the failure to pay the general prevailing minimum wage rate was not intentional he shall afford the person or firm a reasonable opportunity to adjust the matter by making payment to the workmen or providing adequate security to insure payment. If the Secretary determines that the failure to pay the general prevailing minimum wage rates intentional, he will thereupon notify the public bodies of the names of the persons or firms and no contract may be awarded to the person or firms or to a firm, corporation or partnership in which the person or firms have an interest until 3 years have elapsed from the date of the notice to the public bodies. The Secretary may, in addition thereto, request the Attorney General to proceed to recover the penalties for the Commonwealth of Pennsylvania which are payable under section 11(f) of the act (43 P. S. 16511(f)).

(b) The following constitutes substantial evidence of intentional failure to pay prevailing wage rates:

(1) Acts of omission or commission done willfully or with a knowing disregard of the rights of workmen resulting in the payment of less than prevailing wage rates.

(2) If the Secretary has made a finding that a person or firm has failed to pay the general prevailing minimum wage rate as determined by the Secretary in accordance with the act, and thereafter a person or firm continues to fail to pay the prevailing wages or a person or firm fails to comply with an opportunity to adjust differences which shall be afforded him by the Secretary.

(c) If the Secretary has determined that a person or firm has failed to pay the prevailing wages under section 11(e) and (f) of the act (43 P. S. § 165(e) and 165(f)), he may direct the public body to terminate, and the public body may terminate, the contractor's right to proceed with the public work.

### **Notes of Decisions**

#### *Statute of Limitations*

There is no language in this regulation which provides for a statute of limitations applicable to the Department of Labor and Industry's initiation of enforcement actions for underpayment of workers. *Linde Enter., Inc. v. Prevailing Wage Appeals Board*, 676 A.2d 310 (Pa. Cmwlth. 1996).

#### **§ 9.112. Workmen's rights.**

(a) A workman who has been paid less than the general prevailing minimum wage rate for his job classification as specified in the contract or who has not been paid, may file a protest, in writing with the Secretary within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to him as wages for work performed on the public work project. If the formal protest is filed with the Secretary, it is the duty of the Secretary to direct the fiscal or financial officer of the public body or the person charged with the custody of the disbursement of the funds of the public body, to deduct the money so due and owing from the whole amount or of any payment due the contractor.

(b) Any workmen paid less than the rates specified in the contract shall have a right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within 6 months from the occurrence of the event creating the right.

### **Notes of Decisions**

#### *Statute of Limitations*

There is no language in this regulation which provides for a statute of limitations applicable to the Department of Labor and Industry's initiation of enforcement actions for underpayment of workers. *Linde Enter., Inc. v. Prevailing Wage Appeals Board*, 676 A.2d 310 (Pa. Cmwlth. 1996).



**THIS SIDE MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY.**

**\*FRINGE BENEFITS EXPLANATION (FB):** Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_
- 4) Disability \_\_\_\_\_
- 5) Vacation, holiday \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

1. The undersigned, having executed a contract with \_\_\_\_\_  
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)  
\_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

- (a) The legal name and the business address of the contractor or subcontractor are:

- (b) The undersigned is: ☐ a single proprietorship ☐ a corporation organized in the state of \_\_\_\_\_  
☐ a partnership ☐ other organization (describe) \_\_\_\_\_

- (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the Pennsylvania Prevailing Wage Act of August 15, 1961 (P.L. 987), as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

Taken, sworn and subscribed before me this \_\_\_\_\_ Day  
of \_\_\_\_\_ A.D., 19 \_\_\_\_\_

The following percentages may be used to pay apprentices. **THE APPRENTICES MUST FIRST BE REGISTERED WITH THE COMMONWEALTH OF PENNSYLVANIA IN AN APPROVED PROGRAM.**  
The employer may also pay the apprentice the percentages listed in the state approved program under which the apprentice is registered.

The rates are listed in % of Journeyman rate and in six-month intervals.

**Asbestos and Insulation Workers**

45	45	48	50	55	60	65	70	75	80
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**Boilermakers**

60	65	70	75	80	85	90	95		
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**Bricklayers**

50	50	60	65	70	75	80	90		
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**Carpenters**

35	40	45	50	60	65	75	80	85	90
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**Cement Finishers**

50	50	75	75	90	90				
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**Dockbuilders/Piledrivers**

60	65	70	75	80	85				
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**Drywall Finishers**

40	50	60	70	80	90				
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**Electricians (1500 hour periods)**

30	35	40	50	60	75				
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**Floor Layers**

45	51	57	63	69	75	82	88		
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**Glaziers**

35	40	50	55	60	70	80	90		
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**Iron Workers**

55	55	65	65	75	75	85	85		
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**Building Laborers**

50	60	70	80						
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**Painters**

40	55	65	75	85	90				
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**Plasterers**

50	60	65	70	75	80	85	90		
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**Plumbers**

40	45	55	65	80	90				
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**Roofers**

47	47	52	52	60	60	75	75		
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**Sheetmetal**

40	45	50	55	60	65	70	80		
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**Sprinklerfitters**

35	40	45	50	55	60	65	70	75	80
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**Steamfitters**

34	39	44	48	53	58	63	68	73	80
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**Tile Layers**

50	50	60	65	70	75	80	90		
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# PA Labor and Industry Internet

## Prevailing Wage

### Definitions

#### CLASS 1

##### Common Laborer

Cleaning, Scrubbing, Washing & Polishing of floors, furniture & windows, Stripping, Dismantling, Oiling & Moving of concrete forms. Loading, Unloading & Carrying of reinforced Steel. Handling & Distribution of lumber & all other building materials. Unloading, Carrying, Distributing & laying of pre-cast concrete slabs & planks in accordance with decisions of record. Wrecking, Moving & Demolishing underpinning & shoring of all structures. Signal Person & Flag Person. Landscaping & Nursery work. Toolroom Person. Operators of salamanders, smudge pots, propane & kerosene burners & all other heating methods. Cleaning of precipitators. All fire watch. Operating of busters, jackhammers, drills & all other pneumatic & electric hand tools. Wagon Drills, air & hydraulic, on or off tracks. Power Buggies, Concrete Mixers, Pumps & Vibrators. Walk Along compacting equipment, Vibrating & tamping. Gunniting machines (including the nozzle) Operation of steam jennies. Sandblasting (filling the pot, cleaning up of sand, use of the nozzle) Pumps 2' or under. Conveyors. Vacuum Cleaners, all types (ride or walk-along). Concrete Saws & Cutting Equipment. Burning & Welding Torches. Dynamite Blasters & Blaster assistants. Swing Scaffold, Sling & Bosun Chairs. Laying on nonmetallic (clay, ironstone, terra cotta, vitrified Concrete & plastic) Pipe & the making of joints for the same. Walk-Along Lifts & similar machines. Pouring & placing of all Concrete & related Materials.

#### CLASS 2

##### Asbestos Removal

Asbestos Removal. Hazardous & Toxic Waste Removal. Lead & Lead-based paint removal. All work in connection with handling, control, removal, abatement, encapsulation or disposal of asbestos &/or toxic waste &/or lead of lead-based paint removal with be assigned to the members of the Laborers' International Union of North America not to be limited to the erection, moving, servicing & dismantling of all tools & equipment normally used in the handling, control. Removal or encapsulation of hazardous material. This agreement covers work tasks associated with any & all safety requirements & final cleanup & disposal of such hazardous material.

#### CLASS 3

##### Mason Tenders

Mason & Plaster Tenders. Mason Tenders. Mixing of mortar. Plaster & mortar pumps. Plaster tenders. Caisson work, blast furnaces. Coke ovens & all related work. Erection & dismantling of all scaffolding, including Tubular Frame, Manual & powered climbing scaffold. Swing scaffolds, slings, bosum chairs, & all associated safety protection including barricades, nets & ropes, scaffold weather enclosures; shoring; mortar buggies; concrete pumps; walk-behind forklifts; electric welders, torches, cut-off saws & pneumatic hand-tools; transits, levels & Lasers; tempering mortar; stocking scaffolds with masonry materials levels & lasers; tempering mortar; flashing anchors & ties; rebar, grout; natural stone, insulation & mastic, flashing, anchors & ties, rebar, grout; Mobile lifting platform scaffolding powered by any power, mode or method; clean-up of all masonry debris. The conveying of all such materials by any mode or method, unloading, erecting, moving, adjustment & dismantling of all scaffolds erected by Signatory Employers for any purpose or use by his own employees or other & the starting, stopping, fueling, oiling, cleaning, operating & maintenance of all devices under the direction of the employer.

#### CLASS 4

##### Forklift Laborer

Operation of rough terrain forklifts & skid-steering loaders.

# PA Labor and Industry Internet

## Prevailing Wage

### Operator's Notes

#### Group I Operators\* Building Operators

##### Class I

Asphalt Paver, Asphalt Roller, Asphalt Plant Operator, Athey Loader, Auger (Truck or Tractor Mounted), Auto Grader (C.M.I. and similar), Backhoe (180° and 360° swing), Back-Filling Machine, Batch Plant, Bulldozer, Cable Layer, Cableway, Caisson Drill, Central Mix Plant, Compactor with Blade, Concrete Pump (all types), Over-Head Crane, Crane (Crawler or Truck Mounted)\*, Tower Crane (Stationary or Climbing Type), Rough Terrain Crane\*\*, Wagon Crane, Crushing and/or Screening Plant, Derrick Traveler, Derrick (all types)(when assistance is needed it will be an oiler or apprentice), Derrick Boats, Dragline, Drill (Davey or similar), Dredge, Drill (Well and Core)(Truck or Skid Mounted), Elevator, Excavating Equipment (all other), Fork Lift (Lull or similar), Franki Pile Machine (or similar), Guard Post Driver, Gradall (all types), Grader, Elevating Grader, Equipment Greaser, Helicopter, Helicopter Hoist Operators, Front End Loader, Skid Steer Loader (or similar), Hoist, Hydraulic Boom Truck, Jumbo Operator, Kocal, Koehring Scooper, Locomotive, Metro Chip Harvester (or similar), Mix Mobile, Mixer – Paver, Mucking Machine, Multiple Bowl Machines, Pile Driver (Sonic or similar), Scrapers, Shovels (powered), Slip Form Paver (C.M.I. and similar), Spreader (Concrete, Asphalt, or Stone), Tire Repairman (when assigned to a jobsite), Tower Mobile, Tractors (all types), Trencher, Tug Boat, Vermeer Saw, Welder (repairman), Whirley

\* Cranes with Boom or Mast length (including jib) 100 ft or over shall be paid an additional \$.25 per hour for each 50-foot increment of additional boom and/or jib length)

\*\* An Additional \$.25 per hour shall be paid when a jib is attached to the basic boom

Note: An additional \$.25 per hour shall be paid when any crane rated over 15 ton is placed on any building structure

##### Class II

Ballast Regulator, Boat (material or personnel)(powered), Boiler, Boring Machine, Compressor (combined with Air Tugger, Air Pump, Gunite Machine, or Sand Blaster ), Concrete Belt Placer, Concrete Saw, Conveyor, Carry Crane, Crushing/Screening Plants, Curb Builder (self-propelled), Forklifts (ridden or self-propelled), Form Line Machine, Generator (over 5KW), Grout Pump, Heaters, Hoist (monorail, roof, one drum-regardless of power used), Huck Machine (or similar), Hydraulic Jack (single or multiple)(power driven), Ladavator, Mortar Mixer, Mulching Machine, Pavement Breaker (self-propelled or ridden), Pin Puller (powered), Pipe Cleaning Machine, Pipe Dream, Power Broom (except push type), Pulverizer, Pumps (regardless of power used), Roller/Compactor, Refrigeration Plant, Ross Carrier (or similar), Seeding Machine, Slab Lifting Machine (hydraulic), Spray Cure Machine (power driven), Side Delivery Shoulder Spreader (attachment), Steam Jenny (or similar), Stone Crusher, Stone Spreader (self-propelled), Siphon (steam or air), Tie Tamper (multiple heads), Tractor (when used for landscaping, snaking, or hauling), Truck (Winch)(when hoisting and placing), Tube Finisher (C.M.I. and similar), Tugger, Water Blaster, Welding Machine, Well Point System

##### Class III

Brakeman, Deck Hand, Helicopter Signalman, Oiler\*, Elevator (Alterations & Remodeling Commercial Buildings), Mechanic's Helper \* Oiler on Truck Cranes: Under 50 ton rated capacity shall be paid an additional \$.10 per hour over the Class III base rate, 50 ton up to 100 ton shall be paid an additional \$.25 per hour over the Class III base rate, and 100 ton or over shall be paid an additional \$1.00 per hour over the Class III base rate

#### Heavy and Highway Operators\* Classifications

## **Class I**

Asphalt Paving Machine (Spreader) Note: will become a Class I machine effective when 2001 wage rates appear in project specifications Autograder (C.M.I. and similar), Backfiller, Backhoe-360 Swing, Cableway, Caisson Drill (similar to Hugh Williams), Central Mix Plant, Cooling Plant, Concrete Paving Mixer, Concrete Pump (self-propelled), Cranes, Cranes (Boom or mast over 101 ft. will be paid on the basis of an additional \$.25 per each additional 50 feet inclusive of jib) Cranes (Tower-Stationary-Climbing Tower Crane), Derrick, Derrick Boat, Dozer (D-6 and over), Dragline, Dredge, Dredge Hydraulic, Elevating Grader, Franki Pile Machine, Gradall (Remote control or otherwise), Grader (Power-Fine Grade), Helicopter (1500 lb. or over lift), Helicopter (under 1500 lb. lift) Hilift (4 cy. and over) Hoist 2 Drums or more (in one unit), Hydraulic Boom Truck (with pivotal cab), (single motor-Pitman or similar), \*Kocal, Lead Mechanic, Locomotive (Std. Gauge), Metro-chip Harvester or similar, Milling Machine (Roto Mill or Similar), Mix Mobile, Mix Mobile (with Self Loading Attachment), Mucking Machine (Tunnel), Pile Driver Machine, Pipe Extrusion Machine, Presplitter Drill (Self contained), Refrigeration Plant (Soil stabilization), Rough Terrain Crane (25 ton and over), Rough Terrain Crane (under 25 ton), Scrapers, Shovel-Power, Slip Form Paver (C.M.I. and similar), Trenching Machine (30,000 lb., and over), Trenching Machine (under 30,000 lb.), Tunnel Machine (Mark XXI Jarva or similar), Vermeer Saw, Whirley Working Mechanical Foreman plus \$.35 per hour over Class I Rate

## **Class II**

Asphalt Paving Machine (Spreader) Note: On projects, bid in 2001, the Asphalt Spreader will become a Class I machine when the 2001 wage rates appear in the project specifications, Asphalt Plant Operator, Auger (Tractor Mtd.), Auger (Truck Mtd.), Backhoe (Rear Pivotal Swing) (180 Swing), Belt Loader (Euclid or Similar), Boring Machine, Cable Placer or Layer, Compactor with Blade, Concrete Batch Plant (Electronically Synchronized), Concrete Belt Placer (C.M.I. and similar), Concrete Finishing Machine and Spreader, Concrete Mixer (over 1 cy.), Concrete Pump (Stationary), Core Drill (Truck or skid Mtd. - similar to Penn Drill), Directional Drills over 3,000 lbs. Thrust, Dozer (under D-6), Ditch Witch - Saw, Force Feed Loader, Fork Lift (Lull or similar), Grader - power, Grease Unit Operator (Head), Guard Rail Post Driver (Truck Mounted), Guard Rail Post Driver (Skid Type), Hilift (under 4 cy.), Hydraulic Boom Truck (non-pivotal cab), Job Work Boat (powered), Jumbo Operator, Locomotive (narrow gauge), Mechanic, Minor Equipment Operator (Accumulative four units), Mucking Machine, Multi-head Saw (Groover), Over-head Crane, Roller-power-asphalt, Ross Carrier, Side Boom or tractor mounted boom, Shuttle Buggy (asphalt), Stone Crusher (Screening-Washing Plants), Stone Spreader (Self-propelled), Truck Mounted Drill (Davey or similar), Welder and Repairman, Well Point Pump Operator

## **Class III**

Broom Finisher (C.M.I. or Similar), Compactors/Rollers (Static or Vibratory) (Self-propelled), Curb Builder, Minor Equipment Operator (two or three units), Multi-head Tie Tamper, Pavement Breaker (Self-propelled or ridden), Soil Stabilizer Machine, Tire Repairman (as per agreement with Teamsters), Tractor (Snaking and hauling), Well Driller and Horizontal Winch or "A" Frame Truck (when hoisting and lowering)

## **Class IV**

Ballast Regulator, Compressor, Concrete Mixer (1 cy. and under with skip), Concrete Saw (Ridden or self-propelled), Conveyor, Elevator (Material hauling only), Fork-lift (Ridden or self-propelled), Form Line Machine, Generator, Grout Pump, Heater (Mechanical), Hoist (single drum), Ladavator, Light Plant, Mulching Machine, Personnel Boat (Powered), Pulverizer, Pumps, Seeding Machine, Spray Cure Machine (Power driven), Subgrader, Tie Puller, Tugger, Welding Machine (Gas or Diesel)

## **Class V**

Deck Hand, Farm Tractor, Fireman on Boiler, Mechanic's Assistant, Oiler, Power Broom, Side Delivery Shoulder Spreader (Attachment)

### **\*Pertains to the Following Counties:**

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington, Westmoreland



## **Group II Operators\*\***

### **Class I**

All Cranes, Drag Lines, Dericks, any Machines Handling Machines, Cable Spinning Machine, Helicopter, Concrete Pumps (Building), Machines similar to above, all remote or Lazer Controlled Equipment within this Classification, Boom Truck, Truck Boom or Stinger Crane, High Rail/Burro Crane, Rail Loader (Winch Boom Type)

Lead Operator shall be paid \$1.50 per hour above the highest rate of pay of any operator.

Assistant Lead Operator shall be paid \$.90 per hour above the highest rate of pay of any operator.

Toxic/Hazardous Waste Removal Rate - add 20% to all classifications

For Booms Over 100 Feet, add \$.50 per hour for each 25 feet of boom

### **Class II**

All Backhoes, Keystones, all type of Shovels, Trench Shovels, Trenching Machines, Pippin Type Backhoes, all Pavers (concrete and blacktop), Milling Machine, Front-End Loaders, Boat Captain, Tandem Scrapers, Drills (self-contained, Fork Lift (20 feet and over), Motor Patrols, Batch Plant With Mixer, Rollers (blacktop), Mechanic Welder, Concrete Pumps (highway), Pavers 21e and over, Side Boom, Bob Cat Type (all attachments), Vermeer Saw, Directional Boring Machine, Chipper With Boom, Spreaders (asphalt), Bulldozers, Tractors, all Autograde & Concrete Finishing Machines, Concrete Breaking Machines, (building only) (Guillotine Type and Remote Type), Machines Similar to above, all remote or Lazer Controlled Equipment within this Classification, Lazer Screed Operator Concrete Breaking Machines, Motor Patrols Concrete Pumps, Grease Truck, Side Boom, Hydro Ax, Tree Spade, Bundle Puller Extractors, Robotic Milling or Scaling Machines, Robotic Concrete Blaster, Log Skidder, Hydrodemolition Concrete Machine, Lazer Control Equipment, Production Switch Tamper, Ballast Regulators, Tie Replacer, Rail/Road Loader, Power Jack Liner

Lead Operator shall be paid \$1.50 per hour above the highest rate of pay of any operator.

Assistant Lead Operator shall be paid \$.90 per hour above the highest rate of pay of any operator.

Toxic/Hazardous Waste Removal Rate - add 20% to all classifications

### **Class III**

Conveyors, Building Hoist (Single Drum), Elevator Operator, Asphalt Plant Engineers, High or Low Pressure Boilers, Well Drillers, Fork Lift Trucks of all types, Ditch Witch Type Trencher, Concrete Breaking Machines (guillotine only) (highway only), Roller (grade fill stone base), Fine Grade Machines, Stump Grinders, Tireperson, Machines Similar to the above, all remote or Lazer Controlled Equipment within this Classification

Lead Operator shall be paid \$1.50 per hour above the highest rate of pay of any operator.

Assistant Lead Operator shall be paid \$.90 per hour above the highest rate of pay of any operator.

Toxic/Hazardous Waste Removal Rate - add 20% to all classifications

### **Class IV**

Seaman Pulverizing Mixer, Form Tractors, Form Line Graders, Road Finishing Machines, Power Broom (self-contained), Seed Spreader, Chipper Without Boom, Welding Machines, Heater, Wellpoints, Compressors, Pumps, Miscellaneous Equipment Operator, Machines similar to the above, all remote or Lazer Controlled Equipment within this Classification

Lead Operator shall be paid \$1.50 per hour above the highest rate of pay of any operator.

Assistant Lead Operator shall be paid \$.90 per hour above the highest rate of pay of any operator.

Toxic/Hazardous Waste Removal Rate - add 20% to all classifications

#### **Class V**

Fireman

Lead Operator shall be paid \$1.50 per hour above the highest rate of pay of any operator.

Assistant Lead Operator shall be paid \$.90 per hour above the highest rate of pay of any operator.

Toxic/Hazardous Waste Removal Rate - add 20% to all classifications

#### **Class VI**

Oilers and Deck Hands (personnel boats)

Lead Operator shall be paid \$1.50 per hour above the highest rate of pay of any operator.

Assistant Lead Operator shall be paid \$.90 per hour above the highest rate of pay of any operator.

Toxic/Hazardous Waste Removal Rate - add 20% to all classifications

#### **\*\*Pertains to the Following Counties:**

Adams, Berks, Bradford, Bucks, Carbon, Chester, Columbia, Cumberland, Dauphin, Delaware, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montgomery, Montour, Northampton, Northumberland, Perry, Philadelphia, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, York

# PA Labor and Industry Internet Prevailing Wage

## **\*Notes for Building, Heavy, Highway Laborers**

### **Class I Common Laborer**

Building Laborer

Brick Removal for Alterations

Carryable Pumps

West Brick Buggy or Similar (non self-propelled)

Stripper and Mover of Forms

Tool Room Man

All Material Conveyors (regardless of power used including starting and stopping)

Pouring of Mortar or Aggregate into Blocks or Voids

As follows:

- a. Cement Masons
- b. Footers
- c. Forms not to be used on the job
- d. Forms that are a matter of record

### **Heavy and Highway**

Asphalt Curb Sealer

Batcherman (weigh)

Boatman

Coffer Dam

Fence Construction  
(including Fence Machine  
Operator)

Gabion (Erectors and Placers)

Landscape Laborers

Radio Actuated Traffic Control  
Operator

Rip Rap Work

Sheeters and Shorers (includes  
lagging)

Water Boy

Wood Chipper

Asphalt Tamper

Blaster's Assistant

Brakeman

Concrete Curing Pitman, Puddler Electric Brush and/or Grinder  
Form Stripper and Mover

Hydro Jet Blaster Nozzleman

Manually moved Emulsion Sprayer

Change House Attendant

Scaffolds and Runways

Structural concrete top Surfacers

Walk Behind Street Sweeper

Welder's Assistant (pipeline)

Drill Runner's Assistant (Includes Drill Mounted on Truck, Track or  
similar and Davey Drill-Spots-clean up & helps to maintain)

### **Class II Skilled Laborer**

Air Track Helper  
 West Brick Buggy or Similar (self-propelled)  
 Power Wheelbarrows and Buggies  
 Walk Behind Forklift or Similar (self propelled)  
 Wagon Drill Assistant  
 Drill Runner  
 Drill Runner's Assistant (including Drill Mounted  
 on Truck, Track or Similar)  
 Blasterer's Assistant  
 All Operators of Compacting Equipment  
 Pipe Layer  
 Burner  
  
 Jackhammer Man-Concrete Buster  
 Vibrator Operator  
 Clay Spade and/or similar  
 Gunnite Nozzleman

Concrete Saw Operator  
 Hod Carrier  
 Scaffold Builder  
 Air Track Operator  
 Bell and Bottom Man on Furnaces and Stacks  
 Grout Machine Feeder and Pump Operator  
 Gunnite Machine Operator or similar  
  
 Gunnite Machine Potman or similar  
 Lancer Assistant  
 Mortar Mixer  
 Mortar Mixer Machine (regardless of power used,  
 including starting and stopping)  
 Wagon Drill Operator  
 Laser Cleaner  
 Lancer  
 Blaster

## Heavy and Highway

Air Tool Operator (all types)  
  
 All Railroad Track Work\*  
 Burner  
 Carryable Pumps  
  
 Cribbing (concrete or steel)  
 Diamond Head Core Driller  
 Drill Runner's Assistant (tunnel)  
 Highway Slab Reinforcement  
 Placers (including Joint and Basket Setters)  
 Mechanical Joint Sealer, Dope Pot & Tar Kettle  
  
 Pipe Layers/Fusion Welders/Heating Iron  
 (Regardless of materials)  
 Post Hole Auger (2 or 4 cycle-hand operated)  
 Forklift (walk behind)  
 Sand Blaster  
 Vibrator Operator

Asphalt, Batch & Concrete Plant Operator (manually  
 operated)  
 Caisson Men (open air)  
 Chain Saw Operator (Including attachments)  
 Curb Machine Operator (asphalt or concrete-walk  
 behind)  
 Form Setter (Road Forms Line Man)  
 Hydraulic Pipe Pusher  
 Liner Plates (Tile or Vitrified Clay)  
 Mechanical Compacting Equipment Operators  
 Mortar Mixer (hand or machine)  
 Muckers, Brakemen & All Other Labor (Includes  
 Installation of Utility Lines)  
 Portable Single Unit Conveyor  
  
 Power Wheelbarrows and Buggies  
 Rail Porter or Similar  
 Signal Man  
 Crown Screed Adjuster

\*Includes adzing machines, ballast router, bolting machines, power jacks, rail drills, railroad brakeman, rail saws, spike drivers (manually or hand-held tool), spike pullers, tamping machine, thermitweld

## Class III

Asbestos Removal or Abatement Laborer

## Heavy and Highway

Asphalt Luteman/Raker  
Blacksmith

Cement Mortar Lining Car Pusher  
Cement Mortar Mixer (Pipe Relining)  
Concrete Saw Operator(walk behind)

Elevated Roadway Drainage Construction  
Erector of Overhead Signs

Miners and Drillers (Including Lining, Supporting and Form  
Workmen, Setting of Shields, Miscellaneous Equipment and  
Jumbos)

Multi-plate Pipe (aligning and securing)  
Walk Behind Ditching Machine (Trencher or Similar)

Blaster

Brick, Stone & Block Pavers and Block  
Cutters (Wood-Belgian-Asphalt)

Cement Mortar Pipe Reliners

Curb Cutters and Setters

Guniting or Dry Pack Gun-Nozzle and  
Machine Man

Form Setter (Road Forms-Lead Man)

Grout Machine Operator

Manhole or Catch Basin Builder (Brick-  
Block-Concrete or any prefabrication)

Placing Wire Mesh on Guniting Projects

Wagon Drill Operator (Air track or  
similar)

Welder

#### **Class IV**

Reinforcing Steel Placers (Bending, Aligning, and securing – Caldwell)

#### **Class V**

High Burner (any burning not done from deck)  
Welder (Pipeline)

#### **Class VI**

Uniformed Flagperson (as per PennDot specifications)  
Watchman

#### **Class VII**

Toxic/Hazardous Waste Removal Laborer – Levels C and D

#### **Class VIII**

Toxic/Hazardous Waste Removal Laborer – Levels A and B

#### **\*For the following counties:**

Allegheny	Cameron	Erie	Indiana	Somerset
Armstrong	Centre	Fayette	Jefferson	Venango
Beaver	Clarion	Forest	Lawrence	Warren
Bedford	Clearfield	Franklin	McKean	Washington
Blair	Clinton	Fulton	Mercer	Westmoreland
Butler	Crawford	Greene	Mifflin	
Cambria	Elk	Huntingdon	Potter	

PA Labor and Industry Internet  
Prevailing Wage

**Notes for Laborers in Eastern Pennsylvania**

**Building Laborers**

<b>Class 1</b>	<b>Class 3</b>
Common Laborer	Mason Tenders
<b>Class 2</b>	<b>Class 4</b>
Asbestos Removal	Forklift Laborer

**Heavy & Highway Laborers**

<b>Class 1</b>	<b>Class 5</b>	<b>Class 9</b>
General	Blasterers	Miners
<b>Class 2</b>	<b>Class 6</b>	<b>Class 10</b>
Pneumatic Tools	Reinforcing Steel Placers	Pneumatic Shield Operators
<b>Class 3</b>	<b>Class 7</b>	<b>Class 11</b>
Foreman	Concrete Surfacers	Flagperson
<b>Class 4</b>	<b>Class 8</b>	<b>Class 12</b>
Wagon Drill	Tunnels	Concrete Tester

For the Following Counties:

Adams, Berks, Bradford, Bucks, Carbon, Chester, Columbia, Cumberland, Dauphin, Delaware, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Monroe, Montgomery, Montour, Northampton, Northumberland, Perry, Philadelphia, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, York

PA Labor and Industry Internet  
Prevailing Wage

## Notes for Building, Heavy, Highway Painters

*Counties:* Cameron, Crawford, Forest, McKean, Potter, & Warren

Painters Class 1 – Industrial Rates

Painters Class 2 – Commercial Rates

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*Counties:* Allegheny, Fayette, Greene, & Washington

Painters Class 1 – Industrial Brush & Roll

Painters Class 2 – Industrial Sandblast & Spray

Painters Class 3 – Bridge, Hot Stack, & Transmission Towers

Painters Class 4 – Painter Tender I

Painters Class 5 – Painter Tender II

Painters Class 6 – Commercial Painting & Paperhanging

*Counties:* Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Centre, Clarion, Clearfield, Elk, Fulton, Huntingdon, Indiana, Jefferson, Juniata, Lawrence, Mercer, Mifflin, Somerset, Venango & Westmoreland

Painters Class 1 – Industrial Brush & Roll

Painters Class 2 – Industrial Sandblast & Spray

Painters Class 3 – Bridge, Hot Stack, & Transmission Towers

Painters Class 4 – Painter Tender I

Painters Class 5 – Painter Tender II

Painters Class 6 – Commercial Painting & Paperhanging

*Counties:* Union, Bradford, Tioga, Lehigh, Monroe, Northampton, Northumberland, Lebanon, Erie, Snyder, Wyoming, Wayne, Schuylkill, Sullivan, Pike, Montour, Berks, Carbon, Columbia, Lackawanna, Luzerne & Lycoming

Painters Class 1 – Brush Roller & Spray

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*Counties:* Bucks, Chester, Delaware, Montgomery & Philadelphia

Painters Class 1 – Brush, Roller, & Spray

Painters Class 2 – Bridge

Painters Class 3 – Wallcoverer

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***Counties:*** Adams, Cumberland, Dauphin, Franklin, Lancaster, Perry, & York

**Painters Class 1**- Commercial Brush & Roller

**Painters Class 2** – Spray

**Painters Class 3** – Industrial (includes Structural Steel, Industrial Spray, & Sandblasting)

**Painters Class 4** – Bridge

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***Counties:*** Clinton

**Painters Class 1**- Spray

**Painters Class 2** – Brush & Roller



**PA Labor and Industry Internet  
Prevailing Wage**

**Notes for Building, Heavy, Highway Truckdriver**

**Truckdriver Class 1**

Single Axle

**Truckdriver Class 2**

Tandem

Tri-Axle

Semi-Trailer (Combination)

**Truckdriver Class 3**

SPECIALITY VEHICLES



COMMONWEALTH OF PENNSYLVANIA

**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
Authorized Representative Signature

**PUBLIC WORKS EMPLOYMENT VERIFICATION ACT**

**Act of Jul. 5, 2012, P.L. 1086, No. 127**

**CL. 43**

An Act

Requiring public works contractors and subcontractors to verify employment eligibility; providing for the powers and duties of the Department of General Services; prescribing sanctions; and establishing good faith immunity under certain circumstances.

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Section 1.	Short title.
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Section 8.	Good faith immunity.
Section 9.	Public works contractor and subcontractor liability.
Section 10.	Rules and regulations.
Section 11.	Cooperation among departments.
Section 20.	Effective date.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

**Section 1. Short title.**

This act shall be known and may be cited as the Public Works Employment Verification Act.

**Section 2. Definitions.**

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly states otherwise:

"Department." The Department of General Services of the Commonwealth.

"Employee." An individual hired by a public works contractor or subcontractor for whom a public works contractor or subcontractor is required by law to file a Form W-2 with the Internal Revenue Service.

"EVP." The E-Verify Program operated by the Department of Homeland Security that electronically verifies employment eligibility for employees.

"Public body." The Commonwealth of Pennsylvania, any of its political subdivisions, any authority created by the General Assembly of the Commonwealth and any instrumentality or agency of the Commonwealth.

"Public work." As defined under section 2 of the act of August 15, 1961 (P.L. 987, No. 442), known as the Pennsylvania Prevailing Wage Act.

"Public works contractor." A contractor that provides work under a contract involving a public work.

"Secretary." The Secretary of General Services of the Commonwealth.

"Subcontractor." A person, other than a natural person, regardless of its tier, including, but not limited to, a staffing agency that performs work for a public works contractor under a contract for a public work. The term shall not include persons

that are material suppliers for a project.

"Willful." Action or conduct undertaken intentionally or with reckless disregard for or deliberate ignorance of the requirements and obligations established under this act.

Section 3. Duty of public works contractors and subcontractors.

(a) General rule.--A public works contractor or subcontractor shall participate in EVP and shall, subject to the requirements of Federal law governing the use of EVP, use EVP to verify employment eligibility of each new employee. The department shall post on its publicly accessible Internet website information regarding the requirements of Federal law governing the use of EVP.

(b) Discrimination prohibited.--In conducting the verification required by this section, a public works contractor or subcontractor shall not discriminate against an employee on the basis of race, ethnicity, color or national origin.

Section 4. Verification form.

(a) General rule for public works contractors.--As a precondition of being awarded a contract for a public work, or with respect to a contract that was awarded prior to the effective date of this subsection but has not yet been executed, prior to the execution of the contract, a public works contractor shall provide the public body with a verification form described in subsection (c), acknowledging its responsibilities under and its compliance with section 3. Contracts between a public works contractor and its subcontractors shall contain information about the requirements of this act.

(b) General rule for subcontractors.--Prior to commencing work on a public works project, a subcontractor shall provide the public body with a verification form described in subsection (c) acknowledging its responsibilities and its compliance with section 3. Contracts between a subcontractor and its subcontractors shall contain information about the requirements of this act.

(c) Form.--The verification form required by this section shall be on a form prescribed by the secretary and posted on the Internet and shall comply with the following additional requirements:

(1) The statement shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contractor or subcontractor, as the case may be, to sanctions provided by law.

(2) The statement shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement.

Section 5. Violations.

It is a violation of this act for a public works contractor or subcontractor on a public work to:

(1) Fail to verify the employment eligibility of a new employee through EVP in accordance with Federal law.

(2) Not provide the verification form as required under section 4 or to make a false statement or misrepresentation with respect to completing the form.

Section 6. Enforcement and sanctions.

(a) General rule.--The department shall enforce this act.

(b) Investigation of complaints.--The department shall accept, review and investigate in a timely manner any credible complaint that a public works contractor or subcontractor has violated a

provision of this act.

(c) Audits.--To ensure compliance with the requirements of this act, the department shall conduct complaint-based and random audits of public works contractors and subcontractors in this Commonwealth.

(d) Sanctions.--The following sanctions shall apply only to a violation under section 5(1):

(1) For a first violation, a public works contractor or subcontractor shall receive a warning letter from the department detailing the violation. The letter shall be posted on the department's Internet website.

(2) For a second violation, a public works contractor or subcontractor shall be debarred from public work for 30 days.

(3) For a third violation and subsequent violations, a public works contractor or subcontractor shall be debarred from public work for not less than 180 days and not more than one year.

(4) In the case of an alleged willful violation, the secretary shall file a petition in Commonwealth Court seeking to have the court issue a rule to show cause why a public works contractor or subcontractor did not engage in the willful violation. If the court finds that the public works contractor or subcontractor engaged in a willful violation, the court shall order that the public works contractor or subcontractor be debarred from public work for a period of three years.

(5) Notwithstanding the provisions of paragraph (1), (2) or (3), a violation by a public works contractor or subcontractor that occurs ten years or more after a prior violation shall be deemed to be a first violation.

(6) For the purposes of assessing sanctions, violations committed by a contractor or subcontractor subject to this act involving a single public works contract shall be considered a single violation despite the number of employees that are the subject of the violations.

(e) Civil penalty.--A public works contractor or subcontractor that violates section 5(2) shall be subject to a civil penalty of not less than \$250 and not more than \$1,000 for each violation, to be imposed by the department.

(f) Notice and appeal.--Actions taken by the department under subsections (d)(1), (2) and (3) and (e) shall be subject to the notice, appeal and other provisions of 2 Pa.C.S. (relating to administrative law and procedure).

#### Section 7. Protection from retaliation.

(a) General rule.--It shall be unlawful for a public works contractor or subcontractor to discharge, threaten or otherwise retaliate or discriminate against an employee regarding compensation or other terms or conditions of employment because the employee:

(1) participates in an investigation, hearing or inquiry held by the secretary or any other governmental authority under this act; or

(2) reports or makes a complaint regarding the violation of this act to a public works contractor or subcontractor or to any governmental authority.

(b) Actions.--

(1) An employee who suffers retaliation or discrimination in violation of this section may bring an action in a court of common pleas in accordance with established civil procedures of this Commonwealth.

(2) The action must be brought within 180 days from the

date the employee knew of the retaliation or discrimination.

(c) Relief.--If an employee prevails in an action commenced under this section, the employee shall be entitled to the following relief:

- (1) Reinstatement of the employee, if applicable.
- (2) Restitution equal to three times the amount of the employee's wages and fringe benefits calculated from the date of the retaliation or discrimination.
- (3) Reasonable attorney fees and costs of the action.
- (4) Any other legal and equitable relief as the court deems appropriate.

Section 8. Good faith immunity.

A public works contractor or subcontractor that relies in good faith on EVP procedures to verify employment eligibility of new employees under this act shall be immune from the sanctions authorized under section 6 and shall have no liability to an individual who is not hired or who is discharged from employment in the event that incorrect information has been provided to the public works contractor or subcontractor. A public works contractor or subcontractor that can produce written acknowledgment provided by an applicable Federal agency of use of EVP is considered to have acted in good faith.

Section 9. Public works contractor and subcontractor liability.

Nothing in this act may be construed to render a public works contractor liable for the action of a subcontractor or a subcontractor liable for an action of another subcontractor.

Section 10. Rules and regulations.

The department may promulgate rules and regulations necessary to administer and enforce this act.

Section 11. Cooperation among departments.

The department may enter into agreements with the Department of Labor and Industry or any other Commonwealth agency to provide for the cooperative enforcement of the provisions of this act.

Section 20. Effective date.

This act shall take effect January 1, 2013.

ADDENDUM NO. 1
"HBI Dam Removal and Stream Restoration Project"
Bid No. 2013-9

This is to inform all bidders that a regular copy of the drawings, pages 1 thru 6, will be sent to all bidders who have registered for this project.

Copies of the drawings will also be distributed at the pre-bid meeting to bidders who do not already have them.

Mary Jo Reed  
Director of Purchasing  
June 26, 2013

**ACKNOWLEDGEMENT FORM**

**Bid No. 2013-9**

**“HBI Dam Removal and Stream Restoration Project”**

**This form is to acknowledge that you have reviewed, downloaded and are planning to bid on the above reference project.**

**Please complete the form below and fax this back to (610) 865-7019, or email this completed form to [jcollins@bethlehem-pa.gov](mailto:jcollins@bethlehem-pa.gov). If and when there are addendums to this bid specification we can send them to you.**

---

**Printed Name**

**Date**

---

**Signature**

---

**Company Name**

---

**Address**

---

**City/State and Zip**

---

**Phone Number**

**Fax Number**

---

**E-Mail address**

**Email: [jcollins@bethlehem-pa.gov](mailto:jcollins@bethlehem-pa.gov)**

**Fax Number – (610) 865-7019**

**Attention – City of Bethlehem Purchasing Department**



**CITY OF BETHLEHEM, PA**

Request for Bid No. 2013-9

Sealed bids marked "HBI Dam Removal and Stream Restoration Project" will be received at this office until **10:00 AM. Tuesday, July 30, 2013**, at which time they will be publicly opened and read. **LATE BIDS WILL NOT BE ACCEPTED.**

Plans and specifications may be downloaded for free from the City of Bethlehem Website. The Website address is [www.bethlehem-pa.gov](http://www.bethlehem-pa.gov).

Paper copies of the plans and specifications can be purchased for \$250.00 by sending a check to the City of Bethlehem, Purchasing Department, 10 East Church Street, Bethlehem, PA 18018.

All sealed bids must be sent or delivered to the City of Bethlehem Purchasing Department, Room B-305, 10 East Church Street, Bethlehem, PA 18018, prior to 10:00 AM, Tuesday, July 30, 2013.

Sealed Bid envelopes must be marked with Bidder's Name, Bid Number, and Description.

A Pre-Bid Meeting will be held at 10:00 AM, FRIDAY, JULY 12, 2013, in room B-504, City of Bethlehem, City Hall, 10 East Church Street, Bethlehem, PA 18018 to answer any questions. All prospective bidders are encouraged to attend.

A site visit will also take place following the pre-bid meeting. All prospective bidders are required to visit the project site prior to submitting their bid

Mary Jo Reed  
Director of Purchasing

## **PRE-BID MEETING**

A Pre-Bid Meeting will be held at 10:00 a.m., Friday, July 12, 2013, room B504, City Hall, 10 E. Church Street, Bethlehem, PA, to answer any questions of prospective bidders. All prospective bidders are strongly encouraged to attend.

A site visit will also take place following the pre-bid meeting. All prospective bidders are required to visit the project site prior to submitting their bid.

# **CITY OF BETHLEHEM, PENNSYLVANIA STANDARD REQUIREMENTS FOR BIDDERS**

## **1. BID DEPOSIT**

Each bid must be accompanied by a certified check drawn upon a bank authorized to do business in this Commonwealth, in an amount equal to ten percent (10%) of the total amount of the bid, or by a bid bond with approved corporate surety in a principal sum equal to at least ten percent (10%) of the total amount of the bid. Bank cashier checks or other direct obligations of the bank are acceptable in lieu of certified checks.

Bid security deposits must be made payable to The City of Bethlehem.

When computing amount of bid, DO NOT deduct for trade-ins or cash discounts (if offered).

Bid security deposits shall be forfeited to the City of Bethlehem as liquidated damages in the event that any bidder shall, upon award of the Contract to him, fail to execute it and to comply with the requirements of the Contract.

If a bidder is awarded the contract and has submitted surety in the form of a certified check, the City shall retain possession of such surety until he has delivered to the City an acceptable Performance Bond.

The City will not return bid bonds to any bidder unless specifically requested in writing by individual bidder. Other forms of surety, (i.e., certified check), will be returned to all unsuccessful bidders.

## **2. DESCRIPTION OF WORK**

The work to be completed on this project includes all labor and materials, tools, and equipment for the HBI Dam Removal and Stream Restoration, Illick's Mill Road, Bethlehem, PA as per drawings and specifications provided by URS Corporation attached.

## **3. TIME OF COMPLETION**

The Contractor shall agree, if awarded the Contract for this project, that they will commence work at the site within fourteen (14) days after date of a Notice to Proceed from the City. The Contractor also agrees, if awarded the Contract for this project, to complete the project within ninety (45) days from the mobilization.

The Contractor's attention is directed to the fact that he may not work on those days which are recognized by the City as Legal Holidays or on Saturdays or on Sundays except in an emergency or with prior approval of the Director of Parks & Public Property.

4. QUESTIONS DURING BIDDING PERIOD

Any questions concerning the work to be completed on this project should be directed to Bill Weihbrecht, URS Corporation, 717-635-7938; [bill.weihbrecht@urs.com](mailto:bill.weihbrecht@urs.com).

5. SITE VISITATION AND INSPECTION

Site visit of the project location is required prior to the submission of a bid.

6. BIDDER'S QUALIFICATIONS

No proposal will be considered from any Bidder for any Contract Item unless he is known to be skilled and has been regularly engaged in work of a character similar to that covered by the Drawings and Specifications for at least five (5) years prior to the date of the proposed work. In order to aid the City of Bethlehem in determining the responsibility of any bidder, the bidder shall, within forty-eight (48) hours after being requested in writing by the City Engineer or Director of Parks & Public Property of the Bidder's experience and familiarity with the work of the character specified and his financial ability to prosecute properly the proposed work to completion within the specified time. The evidence requested may, without being limited hereby, include the following:

(a) The bidder's performance record with listing of work of a similar character and proportions which he has constructed giving the name of the owner, date built and construction cost;

(b) A tabulation of other work now under Contract, giving the location, type, size, required date of completion and the percent of completion to date of each job.

(c) An itemized list of the bidder's equipment available for use on the proposed contract;

(d) The City shall have the right to require the successful bidder to provide a list of all subcontractors for review prior to the award of the contract. Should any sub-contractor not be acceptable to the City based on previous performance on contract work in the City, the City may require the successful bidder to replace the unacceptable sub-contractor prior to the award of the Contract;

(e) The Bidder's Financial Statement;

(f) Evidence, in the case of a corporation organized under the laws of any other State, that the bidder is licensed to do business in the Commonwealth of Pennsylvania; and

(g) Such additional information as will satisfy the City of Bethlehem that the bidder is adequately prepared to fulfill the Contract.

(1.) Qualified bidders must have successfully completed a minimum of ten (10) projects similar in size and scope to this project within the last five (5) years.

The City of Bethlehem shall have the right to disqualify any bidder who in the past, has not performed in accordance with the contractual requirements of a previous contract for the City.

## 7. BOND REQUIREMENTS

The following bonds are required:

(a) Performance Bond - A bond in a sum equal to one hundred percent (100%) of the Contract Sum, running to the City of Bethlehem to insure the construction and the completion of the entire work according to the Contract Documents and within the time specified. The Bonding Company must have a rating of B+, A or A+ as determined by Best's Rating Services or an equivalent agency.

(b) Labor and Material Bond - A bond in a sum equal to one hundred percent (100%) of the Contract Sum, running to the City of Bethlehem for the protection of subcontractors, labor and material men, according to the statutes of the Commonwealth of Pennsylvania in effect at the time of the date of the bond.

(c) Maintenance Bond - A maintenance bond in a sum equal to ten percent (10%) of the Contract Sum, or in the amount of One Thousand Dollars (\$1,000), whichever amount is the larger sum, guaranteeing the City of Bethlehem against faulty workmanship and materials incorporated in the work covered by the Contract for a period of one (1) year after the date of the completion, approval and acceptance of the work.

Should any surety upon the Contract be deemed unsatisfactory at any time to the City of Bethlehem, notice will be given to the Contractor to that effect, and the Contractor shall forthwith substitute a new surety or sureties, satisfactory to the City, without any additional cost or expense to the City of Bethlehem.

## 8. FORMS OF BIDS

Each bid must be submitted upon the prescribed forms available at the Office of the City Purchasing Director and must contain:

(a) The name, residence and place of business of the person or persons making the same;

(b) The names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated;

(c) A statement to the effect that it is made without any connection with any other person making a bid for the same purpose and it is in all respects fair and without collusion or fraud;

(d) A statement that no elected or appointed official or any person whose salary is payable whole or in part from the City of Bethlehem is directly or indirectly interested therein of in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits therefrom; and

(e) A statement that the bidder is not in arrears to the City of Bethlehem or to any other agency thereof upon a debt or contract, and is not a defaulter as surety or otherwise upon any obligation to the City of Bethlehem or to any agency thereof, except as set forth in the bid.

#### 9. PRESENTATION OF BIDS

The bid must be verified and be presented to the Purchasing Director of the City of Bethlehem on the prescribed form in a sealed envelope on or before the time and the place mentioned in the advertisements for bids, endorsed with the name of the person, firm or corporation presenting it, the date of the presentation and the title of the work for which the bid is made.

#### 10. REJECTION OF BIDS

(a) The City of Bethlehem may reject a bid if:

1. The Bidder mis-states or conceals any material fact in the bid; or if
2. The Bid does not strictly conform to law or to the requirements of The Contract; or if
3. The Bid is conditional; or if
4. A determination is made that the bidder is not responsible in accordance with law.
5. Not submitted on original, numbered proposal forms issued by the City of Bethlehem.

(b) The City of Bethlehem, however, reserves the right to reject all bids whenever it deems it in the interest of the City to do so, and also have the right to waive any informalities in the bidding, and to award the Contract in the best interest of the City.

11. BIDDER ELIGIBILITY

Bids will only be accepted from bidders who are actively engaged in the type of work or service called for in the bid. No proposal will be accepted or contract awarded to any bidder that is in arrears or is in default to the City. Where work is to be performed by a subcontractor, the bidder must name the subcontractor and the City reserves the right to determine whether the named subcontractor is fit and capable to perform the required work.

12. BIDDERS PRESENT

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representative.

13. EXAMINATION OF PLANS, SITE AND TRANSPORTATION

Bidders are required to submit their Proposals upon the following express conditions:

The Bidder shall examine the Drawings and Specifications and make a personal examination of the site in order to acquaint himself with the conditions under which he will be obligated to work.

The Bidder shall make all the investigations necessary to inform himself thoroughly regarding all facilities for the delivery of materials and equipment as he may require for his construction operations.

The Bidder is also required to examine all maps, plans and data on file in the office of the City Engineer or office of Parks and Public Property for examination by prospective bidders. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of said Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

#### 14. EXAMINATION OF PROPOSED CONTRACT

Prospective Bidders must examine the Contract Documents carefully and, before bidding, must request the City Engineer or Director of Parks and Public Property in writing for an interpretation or correction, of every patent ambiguity, inconsistency or error therein. Such interpretation or correction, as well as any additional Contract provisions the City Engineer or Director of Parks & Public Property may decide to include, will be issued in writing by the City Engineer or Director of Parks and Public Property as an Addendum to the Contract, which will be mailed or delivered to each person recorded as having received a copy of the Contract Documents from the Purchasing Agent, and which will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon such mailing or delivery and posting, such Addendum shall become part of the Contract Documents, and be binding on all Bidders whether or not actual notice of such Addendum is shown.

The written interpretation or correction so given by the City Engineer or the Director of Parks and Public Property shall be binding, and prospective bidders are warned that no other officers, agents or employees of the City of Bethlehem are authorized to give information concerning, or to explain or interpret, the Contract.

If the Contractor, prior to the submission of his bid, fails to call the City Engineer's or Director of Parks and Public Property's attention to the existence of any ambiguity, inconsistency or error in the Contract, his bid will be conclusively presumed to have been based upon the interpretation of such ambiguity or inconsistency, or upon the directions correcting such error which may subsequently be given by the City Engineer or Director of Parks and Public Property.

#### 15. CONTRACT AWARD

The City of Bethlehem will either award the Contract within sixty (60) days, or reject all bids. Award, if any, will be made to the lowest and best bidder complying with the terms of the Contract as determined by the City of Bethlehem.

#### 16. FORFEITURE

If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security, within ten (10) days after notice to him of the award, the amount of his deposit, or as much thereof as may be applicable to the amount of the award made him, shall be forfeited, and shall be retained by the City of Bethlehem as liquidated damages. The Bidder shall also be liable for and agrees to pay to the City of Bethlehem on demand the difference between the price bid by him and the price for which such Contract shall be subsequently relet, including the cost of such reletting, if any, less the amount of his deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a defense to any action based upon such accepted bid.



## 17. INSURANCE

Contractor covenants and agrees that before the commencement of the work herein provided for, that Contractor is protected by the following type of insurance CARRIERS HAVING AN a.m. Best rating of B+ or better:

- (a) Workmen's Compensation Insurance and Employer's Liability  
Insurance of at least \$500,000 / \$500,000 / \$500,000.
- (b) Contractor's Comprehensive Bodily Injury and Property Damage Liability:
  - (1) Bodily Injury Liability – The minimum amount of such insurance shall provide \$1,000,000 for injuries including death to any one person or persons, on account of any one occurrence.
  - (2) Property Damage Liability - The minimum amount of such insurance shall provide \$1,000,000 for any one occurrence and an aggregate policy limit of \$1,000,000 on account of all occurrences.
  - (3) Comprehensive General Liability including Contractors Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability all on the occurrence basis with Personal Injury Coverage and broad form Property Damage.

The Contractor shall furnish a Certificate of Insurance providing Comprehensive General Liability Insurance by occurrence only (no claims made policies will be accepted) and shall include explosion, collapse and underground coverage with limits not less than the following:

Each Occurrence	\$1,000,000
Personal Injury / Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Product Aggregate	\$1,000,000
Fire Damage	\$1,000,000
Medical / Person	\$ 5,000

Comprehensive Automobile Liability with limits not less than:

Combined Single Limit	\$1,000,000
Or	
Bodily Injury	
Each Person	\$1,000,000
Each Injury	\$1,000,000
Property Damage	\$1,000,000

- (c) Comprehensive Automobile Liability for Bodily Injury and Property Damage:

The same limits of Section (b) above shall be provided for claims arising out of the operation of owned, non-owned, and hired automobiles, motorcycles, and trucks as are provided in the Bodily Injury and Property Damage policies.

- (d) Excess General and Automobile Liability:

Umbrella liability insurance shall be provided in a minimum amount of \$5,000,000 for each occurrence, and \$5,000,000 aggregate. This applies over Contractors General Liability, Automobile, and Workers Comprehensive.

- (e) Such other insurance, fire or other, as will indemnify and protect City and Contractor insofar as their respective interests may appear.
- (f) City of Bethlehem and its Independent Design Engineer/Architect, if any on this project, shall be named as Additional Insureds on all insurance contracts of Contractor in effect during the lifetime of this Contract, and none of such insurance contracts and/or endorsements and/or Certificates of Insurance naming the City and the Independent Design Engineer/Architect as Additional Insureds may be cancelled or materially altered except after thirty (30) days advance written notice by the insurer to City. Duly authenticated Certificates of Insurance evidencing the required insurance coverage shall be provided to and approved by the City Solicitor prior to the commencement of work hereunder.

18. INDEMNITY

The Contract shall indemnify and save harmless the City of Bethlehem from and against all losses and all claims, demands, payments, suits, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

19. EXTRA WORK

No extra work will be considered unless such work is authorized, in advance in writing by the City.

20. WEEKEND AND HOLIDAY WORK

The Contractor's attention is directed to the fact that he may not work on those days which are recognized by the City as Legal Holidays or on Saturdays or on Sundays except in an emergency or with prior approval of the City Engineer or the Director of Parks and Public Property in writing.

21. EARNED INCOME TAX RETURNS

The Bidder further agrees that should he enter into a contract with the City to perform all or any portion of the work included herein he will procure from the City of Bethlehem, Earned Income Tax Returns, and will comply with all the requirements listed thereon.

22. QUANTITIES

The quantities set forth in the proposal are estimated and the awards may be made for more or less. The City may make an award for all or some of the items set forth in the Proposal.

23. TAX EXEMPTION

The City is exempt from State and Federal taxes, and an exemption certificate is not required by a political subdivision. Prices should be exclusive of all taxes.

24. SPECIFICATIONS AND PRODUCT DESCRIPTION

(a) When brand names, model numbers, etc. are mentioned, they are, unless otherwise specified, intended to indicate type, quality, and design, and are not intended to be restrictive, but rather to establish criteria for the intended use. Bids on similar design and quality will be considered and evaluated.

(b) All Bidders are required to submit with their bid, complete manufacturer's literature which describes the bid(s) being offered.

(c) **ANY EXCEPTIONS OR DEVIATIONS FROM THESE SPECIFICATIONS MUST BE FULLY EXPLAINED IN A SEPARATE BID LETTER!**

25. GUARANTEE AND WARRANTY

The Bidder guarantees that all items offered for sale comply fully or are fully equal to the item required and specified. All expenses covering return or replacement of defective or improper merchandise shall be borne by the vendor. If the vendor shall fail to replace or repair any defective or improper merchandise within thirty (30) days from date of notice, the City may make the necessary corrective arrangements and charge the cost to money due the vendor or bill the vendor. The vendor agrees to reimburse the City in such instance. Samples of any warranties or guarantees which will apply to the goods being offered for sale, shall be included as part of the bid.

26. PENNSYLVANIA PREVAILING WAGE ACT

The Bidder further agrees that should he enter into a contract with the City to perform all or any portion of the work included herein he will comply with all provisions of the "Pennsylvania Prevailing Wage Act", Act 442 of August 15, 1961, as amended, including all rules and regulations thereinunder.

(a) The "Payroll Certification for Public Works Projects" from the Commonwealth of Pennsylvania shall be completed and submitted weekly to the City by the Contractor and any Subcontractors. At the conclusion of the project, a Final Certification must be submitted prior to the City of Bethlehem releasing payment of the contract retention to the Bidder.

(b) The "Payroll Certification for Public Works Projects" submitted to the City by the Contractor and any Subcontractors shall be kept on file for the duration of the contract. The original of the certification shall be kept for twelve (12) years following final acceptance of the project as required under the Pennsylvania Records Retention Law.

27. SAFETY & HEALTH REGULATIONS

The Bidder further agrees that should he enter into a contract with the City to perform all or any portion of the work included herein, he will comply with all of the provisions of the Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations for Construction, contained in the Federal Register Volume 37, Number 243, Part II, dated Saturday, December 16, 1972.

28. PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT

The Bidder further agrees that should he enter into a contract with the City to perform all or any portion of the work included herein he will comply with provisions of the "Pennsylvania Steel Products Procurement Act", Act 3 of March 3, 1978, including all rules and regulations thereunder. Essentially this requires:

" - - that, if any steel products are to be used or supplied in the performance of the contract, only steel products - - - rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process - - - shall be used or supplied in the performance of the Contract or any subcontracts thereunder."

29. BETHLEHEM BUY AMERICAN ORDINANCE

The Bidder further agrees that should he enter into a Contract with the City to perform all or any portion of the work included herein he will comply with the provision of the Bethlehem "Buy American" Ordinance, Ordinance No. 2911, including all rules and regulations thereunder. Essentially this requires:

"That the City of Bethlehem shall not purchase or obligate funds for the procurement of equipment or material by way of any purchase order or contract for material or equipment, the total value of which is in excess of Five Thousand Dollars (\$5,000), unless such equipment or material is manufactured, assembled or otherwise produced in the United States."

"That every Contract for public work shall contain a provision that in the performance of the work the Contractor and all subcontractors shall use only the material produced in the United States."

The above provisions shall not apply where the City finds:

(a) That such equipment or materials is not produced in the United States in sufficient and reasonable available quantities and of satisfactory quality; or

(b) That the purchase of equipment or material produced in the United States would increase the overall cost of the Contract by more than twenty-five (25) percent.

30. AFFIRMATIVE ACTION REQUIREMENT

The City of Bethlehem is an "EQUAL OPPORTUNITY EMPLOYER", and reserves the right to disqualify any contractor who practices discrimination in hiring and employment. To obtain a copy of the City's Equal Employment Opportunity Short Form, Please contact the City's Compliance Officer at 610-865-7099.

## **SPECIAL INSTRUCTIONS**

1. The City reserves the right to award the contract to the lowest responsible bidder. The City reserves the right to award the contract for all or some of the items set forth in the Proposal.
2. The City may make changes in the scope of work required to be performed by the Contractor under the Contract or make additions thereto, or omit work therefrom, without invalidating the Contractor and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Work shall commence within fourteen (14) calendar days of the Notice to Proceed.
3. The successful bidder agrees to adhere to the bid specifications in a professional manner and in accordance with acceptable professional standards. Any problems arising from contractor's inability to conclude the foregoing for whatever reason, shall, upon verbal and/or written notification by the City, be corrected to the City's satisfaction within forty-eight (48) hours. Failure to comply with the foregoing shall, at the City's discretion, be cause for forfeiture of unit cost or termination of contract. Problems arising from weather related conditions may not be cause of failure to comply provided successful bidder and City mutually agree that weather is causing the problem and, weather permitting, the successful bidder shall have attempted to correct the problem in the same timely manner.
4. At all times during which work is being performed under or affecting this contract, the Contractor shall keep a competent Supervisor acceptable to the City on the site from the commencement of work under this contract until the completion thereof, who shall be constantly in touch with the work being performed. The Supervisor shall see that the instructions of the City are carried out and all directions given such shall be as binding as if given to the Contractor. The Contractor and the City shall mutually agree on the installation duration, and the Contractor shall remain fully staffed with no interruption of the work once work commences. Contractor shall clean up and remove all debris resulting from the work on a daily basis and maintain an orderly work site at all times. Contractor shall take the necessary precautions to secure the worksite of any possible health or safety risks to the general public. Contractor shall make every attempt to keep the Johnston Park and Historic Bethlehem area open to the public for their use and enjoyment throughout the duration of the construction activities.

5. Bidder is aware that it must contact PA One Call at least (3) three days prior but not more than (10) ten days to commencement of work.
6. Bidder is aware that work may not commence until August 19, 2013 or thereafter weather and stream flow permitting, and must be completed by October 4, 2013.

#### **GENERAL CONDITIONS**

Owner: City of Bethlehem  
Mr. Ralph E. Carp  
Director of Parks and Public Property, City of Bethlehem  
10 East Church Street  
Bethlehem, PA 18018-6025

Design Engineers: URS Corporation  
Attn: Bill Weihbrecht  
4507 North Front Street, Suite 200  
Harrisburg, PA 17110  
(717) 635-7938

The Contract includes, but is not limited to providing all labor, materials, equipment, superintendence and appurtenances for the breaching and removal of the HBI dam, stabilization of the upstream stone masonry walls final channel shaping, complete site stabilization and any other work as described in the contract documents.



REPLY TO  
ATTENTION OF

## DEPARTMENT OF THE ARMY

PHILADELPHIA DISTRICT CORPS OF ENGINEERS  
WANAMAKER BUILDING, 100 PENN SQUARE EAST  
PHILADELPHIA, PENNSYLVANIA 19107-3390

**NOV 07 2012**

Regulatory Branch  
Applications Section II

SUBJECT: CENAP-OP-R-2011-00599 (72) (PASPGP-4)

PADEP #: D48-088EA

Project Name: City of Bethlehem Historic Bethlehem Monocacy Creek Dam Removal NO

Mr. Ralph Carp  
Director of Parks and Public Property  
City of Bethlehem  
10 East Church Street  
Bethlehem, Pennsylvania 18018

Dear Mr. Carp:

Reference is made to the application forwarded to this office by the Pennsylvania Department of Environmental Protection (PADEP), Bureau of Waterways Engineering, Division of Dam Safety for the proposed removal of a dam across the Monocacy Creek, bank stabilization along the creek, and the filling of a scour hole below the dam and one above the dam at an outfall structure. The project area is located on the Monocacy Creek approximately 200 feet south (downstream) of the West Broad Street Bridge over the Monocacy Creek in the City of Bethlehem, Northampton and Lehigh County, Pennsylvania.

You are hereby authorized by the U.S. Army Corps of Engineers to conduct the above referenced work under the authority of the enclosed Pennsylvania State Programmatic General Permit (PASPGP-4) (Enclosure 1). Please note that you must conduct the authorized work in accordance with the requirements and conditions of the PASPGP-4 and the following special conditions:

Special Conditions:

1. All work done in association with the above noted project shall be conducted in accordance with the project plans identified as:
  - a. "Historic Bethlehem Inc. Dam Removal, Cover Sheet", 1" = 2,000 feet, Dated 3/02/11, No Revisions, Sheet 1 of 6, Prepared by URS Corporation, 4507 North Front Street, Suite 200, Harrisburg, PA, 17110.



- b. "Historic Bethlehem Inc. Dam Removal, Existing Site Plan", 1" = 50 feet, Dated 3/02/11, No Revisions, Sheet 2 of 6, Prepared by URS Corporation, 4507 North Front Street, Suite 200, Harrisburg, PA, 17110.
- c. "Historic Bethlehem Inc. Dam Removal, Existing and Proposed Cross Sections", 1" = 20 feet, Dated 3/02/11, No Revisions, Sheet 3 of 6, Prepared by URS Corporation, 4507 North Front Street, Suite 200, Harrisburg, PA, 17110.
- d. "Historic Bethlehem Inc. Dam Removal, Existing and Proposed Longitudinal Profile", 1" = 20 feet, Dated 3/02/11, No Revisions, Sheet 4 of 6, Prepared by URS Corporation, 4507 North Front Street, Suite 200, Harrisburg, PA, 17110.
- e. "Historic Bethlehem Inc. Dam Removal, Erosion and Sedimentation Control Plan", 1" = 50 feet, Dated 3/02/11, Revised 7/30/12, Sheet 5 of 6, Prepared by URS Corporation, 4507 North Front Street, Suite 200, Harrisburg, PA, 17110.
- f. "Historic Bethlehem Inc. Dam Removal, Construction Details", Scale as Shown, Dated 3/02/11, No Revisions, Sheet 6 of 6, Prepared by URS Corporation, 4507 North Front Street, Suite 200, Harrisburg, PA, 17110.

The project plans provide for 0.32 acre of temporary and permanent impacts to streams.

- 2. Construction activities shall not result in the disturbance or alteration of greater than 0.32 acre of waters of the United States.
- 3. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
- 4. This office shall be notified within 10 days of the completion of the authorized work by completing and signing the enclosed "PASPGP-4 PERMIT COMPLIANCE, SELF CERTIFICATION FORM" (Enclosure 2). All notifications required by this condition shall be in writing and shall be transmitted to this office by registered mail. Oral notifications are not acceptable.
- 5. The Permittee shall perform all of the Stipulations in the Memorandum of Agreement (MOA) enacted between the U.S. Army Corps of Engineers, Philadelphia District, the Pennsylvania State Historic Preservation Officer (SHPO), and the City of Bethlehem, Pennsylvania. The MOA, enacted on September 26, 2012, mitigates the adverse effects of the dam removal on the Central Bethlehem Historic District.
- 6. That the permittee is responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of the permit document is at the project site throughout the period the work is underway.
- 7. That all reasonable and practical efforts shall be made to keep materials originating in the work area from entering waterways or wetlands where activities are not authorized by this permit. The permittee shall immediately remove any such unauthorized material originating in the project area that enters into any waterway or wetland.

8. No work shall take place within the Monocacy Creek from October 1 through December 31 of any given year.
9. Within 60 days of the completion of the project, an as-built survey shall be submitted to the Corps with copies sent to the PADEP, Division of Dam Safety and the State Historic Preservation Officer (SHPO).

If you should have any questions regarding this matter, please contact Glenn Weitknecht at (570) 842-1044 or in writing at, Pocono Area Field Office, 253 State Route 435, Suite 4, Clifton Township, Pennsylvania, 18424.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael P. Leggiero". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael P. Leggiero  
Senior Staff Biologist

Enclosure(s)  
Copies Furnished:

PADEP, NE Regional Office (Wilkes-Barre, PA)  
Northampton County Conservation District  
Lehigh County Conservation District

**PENNSYLVANIA STATE PROGRAMMATIC GENERAL PERMIT – 4**

**(PASPGP-4)**

**July 1, 2011**

Please note: the full text of the PASPGP-4 may be viewed on the Baltimore District web site at <http://www.nab.usace.army.mil/Wetlands%20Permits/> or by calling the Corps at 814-235-0570.

**Applicant: City of Bethlehem**  
**State Authorization(s): D48-088EA**

**Corps District:**

☒ **Philadelphia**  
 U.S. Army Corps of Engineers,  
 Philadelphia District  
 Regulatory Branch  
 Wanamaker Building  
 100 Penn Square East  
 Philadelphia, PA 19107-3390

☐ **Baltimore**  
 U.S. Army Corps of Engineers,  
 Baltimore District  
 Regulatory Branch  
 1631 South Atherton Street  
 Suite 101  
 State College, PA 16801-6260

☐ **Pittsburgh**  
 U.S. Army Corps of Engineers,  
 Pittsburgh District  
 Regulatory Branch  
 Federal Building, 20<sup>th</sup> Floor  
 1000 Liberty Avenue  
 Pittsburgh, PA 15222-4186

It has been determined that your proposed project, which includes the discharge of dredged and/or fill material and/or the placement of structures into waters of the United States, including wetlands, qualifies for Federal authorization under the provisions of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899, under the terms and conditions of the PASPGP-4.

All activities authorized under PASPGP-4 must comply with all conditions of the authorization, including General, Procedural, and Special Conditions. Failure to comply with all the conditions of the authorization, including project special conditions, will constitute a permit violation and may be subject to criminal, civil, or administrative penalties, and/or restoration.

The authorized activity must be performed in compliance with the following General Conditions to be authorized under PASPGP-4:

**General Conditions:**

1. **Permit Conditions:** The permittee shall comply with all terms and conditions set forth in the PADEP authorization for use of this permit, including all conditions of Section 401 Water Quality Certification, and any subsequent amendment or modification to such authorization. The permittee shall conduct all work and activities in strict compliance with all approved maps, plans, profiles, and specifications used by PADEP and/or the Corps as the basis for its authorization or subsequent modification of authorization.
2. **Aquatic Life Movements:** No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be appropriately depressed to maintain aquatic life movement and low flow conditions.
3. **Threatened and Endangered Species:** If an activity is authorized under the PASPGP-4, and a Federally listed threatened or endangered species, or proposed species or critical habitat, is subsequently found to be present, all work must cease, and the Corps and USFWS (or NMFS) must be notified. The PASPGP-4 verification is suspended and will not be re-issued until consultation pursuant to Section 7 of the ESA is concluded and adverse effects to Federally listed threatened, endangered, and proposed species and critical habitat are avoided.

Furthermore, persons have an independent responsibility under Section 9 of ESA to not engage in any activity that could result in the "take" of a Federally listed species.

**4. Spawning Areas:** The permittee shall comply with all time-of-year restrictions as set forth by the PFBC or other designated agency. Discharges or structures in spawning or nursery areas shall not occur during spawning seasons, unless written approval is obtained by the PFBC or other designated agency. In addition, work in areas used for other time sensitive life span activities of fish and wildlife (such as hibernation or migration) may necessitate the use of seasonal restrictions for avoidance of adverse impacts to vulnerable species. Impacts to these areas shall be avoided or minimized to the maximum extent practicable during all other times of the year.

**5. Waterfowl Breeding and Wintering Areas:** Activities including discharges of dredged or fill material or the placement of structures in breeding and wintering areas of migratory waterfowl must be avoided to the maximum extent practicable.

**6. Shellfish Production:** No discharge of dredged or fill material and/or the placement of structures may occur in areas of concentrated shellfish production, unless the discharge is directly related to an authorized shellfish harvesting activity.

**7. Adverse Effects From Impoundments:** If the activity, including the discharge of dredged or fill material or the placement of a structure, creates an impoundment of water, the adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow, including impacts to wetlands, shall be minimized to the maximum extent practicable.

**8. Obstruction of High Flows:** To the maximum extent practicable, the activity must be designed to maintain pre-construction downstream flow conditions (i.e., location, capacity, and flow rates). Furthermore, the activity must not permanently restrict or impede the passage of normal or expected high flows (unless the primary purpose of the fill is to impound waters), and the structure or discharge of dredged and/or fill material shall be designed to withstand expected high flows.

**9. Erosion and Sediment Controls:** During construction, appropriate erosion and siltation controls must be used and maintained in effective operating condition in accordance with State regulations. All exposed soil and other fill material must be permanently stabilized.

**10. Suitable Material:** No activity, including discharges of dredged and/or fill material or the placement of structures, may consist of unsuitable material (i.e., asphalt, trash, debris, car bodies, etc.). No material discharged shall contain toxic pollutants in amounts that would violate the effluent limitation standards of § 307 of the CWA.

**11. Temporary Fill:** Temporary fill in waters and wetlands authorized by the PASPGP-4 (i.e., access roads and cofferdams) shall be properly constructed and stabilized during use to prevent erosion and accretion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade. Whenever possible, rubber or wooden mats should be used for equipment access through wetlands to the project area. Temporary fills shall be removed, in their entirety, to an upland site, and suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas shall be restored to their preconstruction contours, elevations, and hydrology and revegetated with non-invasive, native species.

**12. Equipment Working in Wetlands:** Measures must be taken to minimize soil disturbance when heavy equipment is used in wetland areas. These measures include, but are not limited to, avoiding the use of such equipment, use of timber mats or geotextile fabric, and the use of low pressure tire vehicles.

**13. Installation and Maintenance:** Any structure or fill authorized shall be properly installed and maintained to ensure public safety.

**14. PASPGP-4 Verification:**

- a. The PASPGP-4 expires June 30, 2016, unless suspended or revoked.

b. Activities authorized under a project specific PASPGP-4 expire June 30, 2016, unless suspended, revoked, or the PADEP authorization expires, whichever date occurs sooner. Activities authorized under the project specific PASPGP-4 that have commenced construction or are under contract to commence construction will remain authorized provided the activity is completed within 12 months of the date of the PASPGP-4's expiration, modification, or revocation; or until the expiration date of the project specific verification, whichever is sooner.

15. **One-Time Use:** A PASPGP-4 authorization is valid to construct the project, or perform the activity, one time only, except for PASPGP-4 authorizations specifically issued for reoccurring maintenance activities.

16. **Water Supply Intakes:** No activity, including discharges of dredged and/or fill material and/or the placement of structures, may occur in the proximity of a public water supply intake and adversely impact the public water supply.

17. **Cultural Resources:** For all activities verified under a PASPGP-4, upon the discovery of the presence of previously unknown Historic Properties (historic or archaeological), all work must cease and the permittee must notify the SHPO and the Corps of Engineers. The PASPGP-4 authorization is not valid until it is determined, through the Section 106 consultation process, whether the activity will have an effect on the Historic Property. The PASPGP-4 may be reverified and special conditions added if necessary, after an effects determination on the Historic Property is made. The PASPGP-4 authorization may be suspended and/or revoked in accordance with 33 CFR 325.7 for the specific activity if an adverse affect on the Historic Property cannot be avoided or mitigated.

18. **Tribal Rights:** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

19. **Corps Civil Works Projects:** The PASPGP-4 does not authorize any work which will interfere with an existing or proposed Corps Civil Works project (i.e., flood control projects, dams, reservoirs, and navigation projects). The permittee understands and agrees that, if future operations by the United States require removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation, or alteration.

20. **Navigation:** No activity authorized under PASPGP-4 may cause more than a minimal adverse affect on navigation. No attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein. In addition, activities that require temporary causeways that prohibit continued navigational use of a waterway (i.e., temporary causeways extending greater than  $\frac{1}{4}$  the width across the waterway) shall be removed in their entirety upon completion of their use. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

21. **Inspections:** The permittee shall allow a District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with all the terms and conditions of the PASPGP-4. The District Engineer may also require post-construction engineering drawings (as-built plans) for completed work.

**22. PASPGP-4 Permit Compliance Self Certification Form:** A Self Certification Form, regarding the PASPGP-4 authorized work and required mitigation, will be forwarded to each permittee with the PASPGP-4 verification. Every permittee, who receives a written PASPGP-4 verification, shall submit the signed Self Certification Form upon completion of the authorized work and required mitigation. The completed form shall be returned to the appropriate Corps District.

**23. Permit Modifications:** Any proposed modification of the authorized overall project that results in a change in the authorized impact to, or use of waters of the United States, including jurisdictional wetlands, must be approved by PADEP. Corps approval is also required if the overall project had been previously reviewed by the Corps as a Category III activity, or the proposed modification causes the overall project impacts to exceed 1.0 acre of waters of the United States, including jurisdictional wetlands, or 250 linear feet of streams, rivers, other watercourses and open water areas. Project modifications that cause the overall project impacts to exceed 1.0 acre of waters of the United States, including wetlands, may not be eligible for PASPGP-4 and will be forwarded to the Corps for review.

**24. Recorded Conservation Instruments:** As per Part IV.A.26 and Part IV.B.4 and Part IV.C.8 of this permit, proposed Draft Conservation Instruments may be submitted by the applicant as part of the permit application package for review and approval. **When such proposed Conservation Instruments are submitted by the applicant, verification of the recorded deed restriction, conservation easement, or deed restricted open space area shall be forwarded to the appropriate Corps District and appropriate PADEP offices, prior to the initiation of any permitted work.**

**25. Property Rights:** This PASPGP-4 does not convey any property rights, either in real estate or material, or any exclusive privileges; nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

**26. Navigable Waters of the United States (Section 10 Waters):** In addition to the conditions referenced above, the following conditions are applicable for navigable waters of the United States eligible for the PASPGP-4. The PASPGP-4 may be used to authorize work in the following navigable waters of the United States:

- a. Codorus Creek – from the confluence with the Susquehanna River 11.4 miles upstream to the Indian Rock Dam in York, Pennsylvania;
- b. Main Stem Susquehanna River – from the confluence with the Chesapeake Bay upstream to Athens, Pennsylvania (approximately 4 miles south from the New York State line);
- c. West Branch of the Susquehanna River – from the confluence with the main stem Susquehanna River upstream to the dam at Lock Haven, Pennsylvania;
- d. Chester Creek – from the confluence with the Delaware River 2 miles upstream;
- e. Crum Creek – from the confluence with the Delaware River 1 mile upstream to the upstream side of the dam at Eddystone;
- f. Darby Creek – from the confluence with the Delaware River 5 miles upstream to the upstream side of 84th Street Bridge in Philadelphia;
- g. Delaware River – from the Morrisville-Trenton Railroad Bridge in Morrisville, Pennsylvania, including the West Branch of the Delaware River, upstream to the Pennsylvania/New York border at the 42nd parallel;
- h. Lehigh River – from the confluence with the Delaware River 72 miles upstream to the downstream side of PA Route 940 Bridge;

i. Neshaminy Creek – from the confluence with the Delaware River, including the Neshaminy State Park Harbor Project at the mouth of Neshaminy creek, 4 miles upstream to the downstream side of the Newportville Bridge;

j. Pennypack Creek – from the confluence with the Delaware River 2 miles upstream to the downstream side of Frankford Avenue Bridge in Philadelphia;

k. Ridley Creek – from the confluence with the Delaware River 1 mile upstream to the upstream side of the Baltimore and Ohio Railroad Bridge in Chester, Pennsylvania;

l. Schuylkill River – from the Fairmont Dam, 104 miles upstream to Port Carbon, Pennsylvania; and

m. Schuylkill Navigation Channel (Manayunk Canal) – along the Schuylkill River for two miles from the Flat Rock Dam to Lock Street in the Manayunk Section of Philadelphia, Pennsylvania.\

**27. For Aerial Transmission Lines Across Navigable Waters:**

a. The following minimum clearances are required for aerial electric power transmission lines crossing navigable waters of the United States. These clearances are related to the clearances over the navigable channel provided by existing fixed bridges, or the clearances which would be required by the United States Coast Guard for new fixed bridges, in the vicinity of the proposed aerial transmission line. These clearances are based on the low point of the line under conditions producing the greatest sag, taking into consideration temperature, load, wind, length of span, and type of supports as outlined in the National Electrical Safety Code:

NOMINAL SYSTEM VOLTAGE (kV)	Minimum additional clearance (ft.) above Clearance required for bridges
115 and below	20
138	22
161	24
230	26
350	30
500	35
700	42
750-765	45

i. Clearances for communication lines, stream gauging cables, ferry cables, and other aerial crossings must be a minimum of ten feet above clearances required for bridges, unless specifically authorized otherwise by the District Engineer.

ii. Corps of Engineer regulation ER 1110-2-4401 prescribes minimum vertical clearances for power communication lines over Corps lake projects. In instances where both this regulation and ER 1110-2-4401 apply, the greater minimum clearance is required.

b. **Encasement:** The top of the cable, encasement, or pipeline shall be located a minimum of three feet below the existing bottom elevation of the streambed and shall be backfilled with suitable heavy material to the preconstruction bottom elevation. Where the cable, encasement, or pipeline is placed in rock, a minimum depth of one foot from the lowest point in the natural contour of the streambed shall be

maintained. When crossing a maintained navigation channel, the requirements are a minimum of eight feet between the top of the cable, encasement, or pipeline and the authorized depth of the navigation channel. For maintained navigational channels, where the utility line is placed in rock, a minimum depth of two feet from the authorized depth of the navigation channel shall be maintained.

c. **As-built drawings:** Within 60 days of completing an activity that involves an aerial transmission line, submerged cable, or submerged pipeline across a navigable water of the United States (i.e., Section 10 waters), the permittee shall furnish the Corps and the National Oceanic and Atmospheric Administration, Nautical Data Branch, N/CS26, Station 7317, 1315 East-West Highway, Silver Spring, Maryland, 20910 with professional, certified as-built drawings, to scale, with control (i.e., latitude/longitude, state plane coordinates), depicting the alignment and minimum clearance of the aerial wires above the mean high water line at the time of survey or depicting the elevations and alignment of the buried cable or pipeline across the navigable waterway.

d. **Aids to Navigation:** The permittee must prepare and provide for United States Coast Guard (USCG) approval, a Private Aids To Navigation Application (CG-2554). The form can be found at: [http://www.uscg.mil/forms/cg/CG\\_2554.pdf](http://www.uscg.mil/forms/cg/CG_2554.pdf). Within 30 days of the date of receipt of the USCG approval, the permittee must provide a copy to the applicable Corps District.

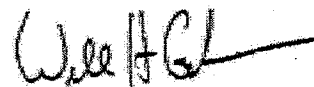
By Authority of the Secretary of the Army:



David E. Anderson  
Colonel, Corps of Engineers  
District Engineer, Baltimore



Philip M. Secrist, III  
Lieutenant Colonel, Corps of Engineers  
District Engineer, Philadelphia



William H. Graham  
Colonel, Corps of Engineers  
District Engineer, Pittsburgh



**PASPGP-4 PERMIT COMPLIANCE, SELF-CERTIFICATION FORM**

Project Name:	City of Bethlehem Historic Bethlehem Monocacy Creek Dam Removal	Applicant Name:	City of Bethlehem
PADEP Permit No:	D48-088EA	Date of Issuance:	
Corps Permit Number:	CENAP-2011-00599	Date of Issuance:	<b>NOV 07 2012</b>
Waterway:	Monocacy Creek	County:	Lehigh & Northampton

In accordance with the compliance certification condition of your PASPGP-4 authorization, you are required to complete and sign this certification form and return it to the appropriate Corps of Engineers District in which the work is located.

<input checked="" type="checkbox"/> U.S. Army Corps of Engineers Philadelphia District Regulatory Branch Wanamaker Building 100 Penn Square East Philadelphia, PA 19107-3390	<input type="checkbox"/> U.S. Army Corps of Engineers Baltimore District 1631 South Atherton Street Suite 101 State College, PA 16801-6260	<input type="checkbox"/> U.S. Army Corps of Engineers Pittsburgh District Regulatory Branch Federal Building, 20 <sup>th</sup> Floor 1000 Liberty Avenue Pittsburgh, PA 15222-4186
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Please note that the permitted activity is subject to compliance inspections by U.S. Army Corps of Engineers representatives. As a condition of this permit, failure to return this notification form, provide the required information below, or to perform the authorized work in compliance with the permit, can result in suspension, modification or revocation of your authorization in accordance with 33 CFR Part 325.7 and/or administrative, civil, and/or criminal penalties, in accordance with 33 CFR part 326.

**Please provide the following information:**

1. Date authorized work commenced: \_\_\_\_\_
2. Date authorized work completed: \_\_\_\_\_
3. Was all work, including any required mitigation, completed in accordance with your PASPGP-4 authorization?  
☐ YES ☐ NO
4. Explain any deviations (use additional sheets if necessary)  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Was mitigation accomplished through an approved in-lieu fee program?  
☐ YES ☐ NO (if **YES** please provide documentation, if **NO** complete Nos. 6 and 7 below).
6. Wetland Mitigation: Required? ☐ YES ☐ NO Required Completion Date \_\_\_\_\_  
 Completed? ☐ YES ☐ NO Mitigation Monitoring Reports Required? ☐ Yes ☐ No
7. Attach labeled photographs showing completed work including mitigation area(s) (not required for PADEPGP's/Waivers)

I hereby certify that, except as noted above, that all work, including mitigation, has been completed in accordance with the terms and conditions, including special conditions of the above referenced permit

<b>Applicants Signature:</b>	<b>Consultant/Agents Signature:</b>
<b>Address:</b>	<b>Address:</b>
<b>Telephone:</b>	<b>Telephone:</b>
<b>Email:</b>	<b>Email:</b>



# pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF WATERWAYS ENGINEERING AND WETLANDS

November 16, 2012

Ralph E. Carp, Director of Parks and Public Property  
City of Bethlehem  
10 East Church Street  
Bethlehem, PA 18018

Re: DEP File No. D48-088

Dear Mr. Carp:

The Division of Dam Safety has reviewed and approved the restoration plan to remove Monocacy Creek Dam for the purpose of eliminating a threat to public safety and restoring the stream to a free flowing condition. In addition, the Department has conducted an environmental assessment and concluded the project will not have a significant adverse impact on aquatic resources. The dam is located across Monocacy Creek in the City of Bethlehem, Northampton County.

Construction associated with restoration activities is authorized under the provisions of 25 Pa. Code, Section 105.12(a)(16). This authorization also includes Water Quality Certification under Section 401 of the Federal Water Pollution Control Act (33 U.S.C.A. 1341(a)).

In addition, the U.S. Army Corps of Engineers, Philadelphia District, has determined your project qualifies for Federal authorization under the Pennsylvania State Programmatic General Permit (PASPGP-4). Please review all terms and conditions of the enclosed permit prior to beginning work.

This letter may be considered approval to remove the dam with the following special conditions:

- The Erosion and Sediment Pollution Control Plan has been reviewed in accordance with the Department's policies and procedures. Provided the erosion and sediment control measures are properly implemented and maintained, this plan is adequate to minimize accelerated soil erosion and sediment pollution.
- Monocacy Creek supports a reproducing population of trout and is also stocked by the Pennsylvania Fish and Boat Commission. All activities authorized by this letter are to occur between June 15 and September 30 to protect the wild trout population, and the recreational fishery.
- Completion of the proposed work necessitates the complete draining of the pool behind the dam. A Drawdown Permit may be required by the Pennsylvania Fish

Ralph E. Carp, Director of Parks and Public Property - 2 -  
City of Bethlehem

November 16, 2012

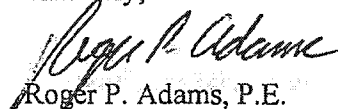
and Boat Commission. An application form is enclosed for this purpose. If you have any questions relative to the need for a Drawdown Permit, please contact Steve Kepler of the Pennsylvania Fish and Boat Commission at 814.359.5117.

- The Pennsylvania Fish and Boat Commission's Southeast Regional Office must be notified at 717.626.0228 prior to starting work.
- The Department's Division of Dam Safety must be notified at least ten days in advance of the proposed time of commencement of this work. Please contact Mr. Jack Krauter by e-mail at [jkrauter@pa.gov](mailto:jkrauter@pa.gov) or by telephone at 717.772.5959.
- The enclosed Dam Breach Completion Certification must be submitted to this office, with the required owner signature and professional engineer's signature and seal, within ten days after completion of this work. Please include photos of the work area with this notification. If plans were modified during removal of the dams, a detailed set of as-built drawings, signed and sealed by a professional engineer, must be submitted to this office within 30 days after completion of this work.

This authorization does not give any property rights, either in real estate or material, or any exclusive privileges. It does not grant or confer any right, title, easement, or interest in, to, or over any land belonging to the Commonwealth of Pennsylvania. It also does not grant any infringement of federal, state, or local laws or regulations.

If you have any questions regarding our requirements in this matter, please contact Mr. Jack Krauter by e-mail at [jkrauter@pa.gov](mailto:jkrauter@pa.gov) or by telephone at 717.772.5959.

Sincerely,



Roger P. Adams, P.E.

Chief

Division of Dam Safety

Enclosures: PASPGP-4

Drawdown Permit Application

Dam Breach Completion Certification

cc: Bill Weihbrecht, Senior Stream Restoration Specialist, URS Corporation  
Northampton County Conservation District  
Pennsylvania Fish and Boat Commission, Southeast Region  
Ms. Laura Craig, Associate Director River Restoration, American Rivers  
Mr. Benjamin D. Lorson, Pennsylvania Fish and Boat Commission  
Mr. Frank Cianfrani, U.S. Army Corps of Engineers, Philadelphia District

**PROPOSAL**  
**TO THE CITY OF BETHLEHEM**  
**DIRECTOR OF PURCHASING**  
**BETHLEHEM, PENNSYLVANIA**

1. The work to be completed on this project includes all labor and materials, tools, and equipment for the removal of a dam in the Monocacy Creek in Johnston Park near the original historic Bethlehem settlement and approximately 660 feet of stream and stream bank restoration, Old York Road, Bethlehem, PA.
2. The official name and business address of the Bidder, as maker of this Proposal is as follows:

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

Fax ( ) \_\_\_\_\_

Type of Business: Individual\_\_\_\_ Partnership\_\_\_\_ Corporation\_\_\_\_

3. The full name and home address of all persons, partners, corporations and/or other parties, as principals, who have an interest in the Bidder, as maker of this Proposal, are as follows:

NAME

ADDRESS


4. The name and title of the person authorized to make and endorse this Proposal on behalf of the Bidder, as maker of this Proposal, is as follows:

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

5. Federal ID No. \_\_\_\_\_

## **BIDDER'S DECLARATION**

The party named on the preceding page, as Bidder, declares that the only person or persons, firm, partnership, joint-venture or corporation, interested in this bid as principal or principals is or are named above, and that no others than herein above named have any interest in this bid or in the Contract proposed to be taken; that this bid is made without any connection with any other person or persons, firm, partnership, joint-venture or corporation making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud, and that no officer or employee of the City of Bethlehem is, shall be or become directly or indirectly interested as contracting party, partner, stockholder, surety or otherwise in the performance of the Contract, or in the supplies, work, or business to which it relates, or in any portion of the profits therefrom; that he is not in arrears to the City of Bethlehem upon debt or contract, nor in default as surety or otherwise, upon any obligation to the City of Bethlehem; that he has examined the site of the proposed work, the form of contract approved by the Owner's Solicitor, specifications and drawings therein referred to, and all addenda issued by the Owner, and has read and understands the advertisement, the Information for Bidders hereto attached and he declares that, in regard to the conditions affecting the work to be done and the labor and materials needed, he has made his own investigations and research, and although he has examined such borings, plans, surveys, measurements, dimensions, calculations, estimates, and representatives which may have been made by or on behalf of any employee, officers, or agents of the Owner, he acknowledges that they have been furnished to him to make such use as he wishes but without any representation as to their accuracy, and has made allowances in his bid for the fact that there is no expressed or implied guarantee that they are accurate, comprehensive, or correctly interpreted and agree in no event to make any claim for damages, should any of them be incorrect or incomplete; and he proposes and agrees, if this bid be accepted, that he will contract, in the form so approved, to perform all the work mentioned in said approved form of contract and specifications, and that he will accept in full payment therefore the following lump sums and unit prices to wit:

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
DATE

**PROPOSAL**  
**BID NO. 2013- 9**

**PRICE FOR:**

Base Bid Proposal and Alternates and Statement of Approximate Quantities

The Contractor shall familiarize themselves with the site and the Contract Documents and shall be prepared to complete the work items listed. The quantities shown are approximate and are given to assist the Bidder in determining their total bid amount to complete all work. The bid amount for each item shall include any and all necessary mobilization, site and related preparation, construction, clean up and restoration required to complete each item in its entirety. The unit prices shall be used to determine deductions or additions to the scope of work.

**BASE BID**

BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

<b>HISTORIC BETHLEHEM INC DAM REMOVAL PROJECT</b>				
<b>Item</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Cost</b>
Mobilization/Demobilization	1	LS		
Temporary Construction Entrance	2	LS		
Dam Removal and disposal	1	LS		
R-6 rip rap protection along left bank upstream of dam (placed)	825	Feet		
Rock toe protection (R-7 and R-6) installed	300	Feet		
120 of channel shaping, bankfull bench installation, scour hole fill	1	LS		
Random Boulder Clusters	4	Each		
Final site grading stabilization	1	Acre		
Native Shade Trees (installed) 6-8" caliper location and species TBD	12	Each		
<b>TOTAL PROJECT COST</b>				

**Total Contract Price**

BIDDER will complete the Work in accordance with the Contract Documents for the Total Contract price of (add all Items above):

\_\_\_\_\_

(use words)

\$ \_\_\_\_\_

(use figures)

The City of Bethlehem will review all bids and award in the best interest of the City.

RECEIVED    ADDENDUM NO                      ON DATE                      by (INITIALS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SUMMATION**

### **BID NO. 2013-9**

The City reserves the right to award the Contract to the lowest responsible bidder. The City reserves the right to award the contract for all or some of the items set forth in the Proposal.

---

OFFICIAL SIGNATURE OF BIDDER

---

PRINTED NAME OF BIDDER

---

TITLE

---

DATE

CITY OF BETHLEHEM  
Bethlehem, Pennsylvania

**Non-Collusion Statement**

**Submittal Of This Signed Statement With Your Proposal Is Mandatory**

The undersigned proposer, being of lawful age, and being first duly sworn according to law, deposes and states that the following is true and correct:

1. He/she is the officer or agent duly authorized by the proposer to submit the attached bid and to execute this Statement.
2. The proposer has not been convicted or found liable for any crime or act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years. The proposer is not currently under debarment by the Pennsylvania Department of Labor and Industry nor by any other Commonwealth of Pennsylvania agency or department.
3. The proposer understands that if the proposer has been convicted or found liable as aforesaid, the City of Bethlehem is not prohibited from accepting a bid from or awarding a contract to the proposer, but the conviction or finding of liability may be a ground for administrative suspension or debarment in the discretion of the City of Bethlehem under the rules and regulations of the City of Bethlehem, or if the City of Bethlehem has no administrative suspension or debarment regulations or procedures, the conviction or finding of liability may be the basis for the City of Bethlehem to not award a contract to the proposer on the basis of a lack of responsibility.
4. The proposer has not been a party to nor involved in any collusion and/or fraud among proposers in restraint of trade and/or of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.
5. The proposer has not been a party to nor involved in any collusion with any governmental official or employee as to quantity, quality or price in the prospective contract or with respect to any other terms of the prospective contract or with respect to any discussions between the proposer and any governmental official concerning exchange of money or other things of value for special consideration in the letting of a contract.



6. The only person or persons, firm, partnership, joint venture or corporation interested in the attached bid as principal or principals is/are named below in this Statement or in the attached bid, and that no one other than those named have any interest in the attached bid or in the proposed contract.
7. No officer or employee of the City of Bethlehem is or shall become directly or indirectly interested as contracting party, partner, shareholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits therefrom.
8. The proposer is not in arrears to the City of Bethlehem or any of its agencies upon any debt, contract, tax or utility bill, nor in default as surety or otherwise upon any obligation to the City of Bethlehem or any of its agencies.
9. The proposer has examined the requirements for proposed work or service or goods to be furnished, has read and fully understands the form of City of Bethlehem Contract Agreement, plans and specifications for the proposed work or service, all addenda issued by the Owner, the advertisement, the Instructions, Information and Requirements for Proposers and declares that, in regard to the conditions affecting the work to be done and the work or services or goods to be provided, Proposer has made its own investigation and research.
10. The proposer agrees, if its bid is accepted, to contract to perform all the work or service or furnish the goods required in the City of Bethlehem approved form of Contract Agreement, and to execute the City of Bethlehem form of Contract Agreement included in the plans and specifications, without amendment and without modification by proposer.
11. I have read the above, and the foregoing statements are true and correct with respect to the proposer and its current, and previous, officers and employees.
12. The foregoing statements are true and correct to the best of the undersigned's knowledge, information and belief, and are made to induce the City of Bethlehem to enter into a contract with the proposer. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 Relating to "Unsworn Falsification to Authorities."

Type/Print Company Name of Proposer: \_\_\_\_\_

Type/Print Name of Person

Authorized to Execute this

Statement in Behalf of Proposer: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

Date: \_\_\_\_\_

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this Construction contract, the Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Dept. of General Services (DGS)- Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the (DGS)-Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
Authorized Representative Signature

## SCOPE OF WORK AND PROJECT SEQUENCE

The Northampton County Conservation District (NCCD), Pennsylvania Department of Environmental Protection (PADEP), US Army Corp of Engineers, and the Pennsylvania Fish and Boat Commission, Southeast Region must be notified seven (7) days prior to commencement of work on the site. In addition, prior to mobilization the contractor is required to place a call to the PA One Call Service to have all existing utilities identified and located within the project area and the contractor's work area. This call must be made no less than 3 days, but not more than 10 days, prior to the commencement of work.

Install construction entrances 1 and 2 and access to project (see sheet 6, detail 2). Clear trees at stream access location and install temporary rock access to stream. Protect concrete pipe outfall. Enter stream on left bank at sta. 15+00 and mobilize to dam.

Remove dam section 1 at one foot intervals to elevation 491' +/- and place rubble in scour pool (see detail 1, sheet 6). After the impoundment has dewatered, remove dam section 2 to elevation 489 +/- and continue filling of scour pool with rubble. Remove gravel upstream of dam as needed to continue dewatering and place along edge of channel upstream of dam.

Mobilize equipment downstream through dam breach and begin installing rock toe protection along right bank between sta. 16+10 and 15+60 (see sheet 6, detail 4). remove dam sections 3 and 4 as shown on detail 1, sheet 6. Fill the remainder of scour pool as needed to grade shown on sheet 4 and place any remaining rubble between rock toe protection and stream bank. Grade the floodplain bench as shown on sheet 3, cross section 2 and sheet 6, detail 4.

Complete the installation of rock toe protection along right bank between sta. 15+ 60 and 15+00. Shape channel as needed at the direction of field representative and place excavated gravel behind rock toe protection and right stream bank. Install rock protection along left bank between sta. 16+85 and 15+00. Install rock sill perpendicular to edge of stream in the vicinity of sta. 16+00. Complete channel shaping between sta. 15+75 and 16+80 (see cross section 2, sheet 3 and profile, sheet 4). Install random boulder habitat structures as directed by field representative sheet 6, detail 5). Mobilize upstream and remove temporary rock stream access.

Stockpile R-6 rock as needed in the designated staging areas shown on the plans. Install rip rap protection (sheet 6, detail 6) at the base of the existing stone wall at locations shown on sheet 5. Remove rock construction entrances and complete final grading, seed and mulch all disturbed areas.

## **SPECIFICATIONS**

### **SECTION 1 - General**

The proposed design involves the full removal of the dam. The pool behind the dam extends approximately 1200 feet upstream. Access to the dam will be made from the left bank (facing downstream) immediately upstream of the dam. A phased breach is proposed to slowly dewater the impoundment. Material removed from the dam will be used to fill the scour pool at the base of the dam. As shown on the proposed design plans, large rock will be used along both banks to narrow the stream channel downstream of the dam to an approximate channel width of 50 feet. There is a wedge of sediment behind the dam which will be removed during the phased breach. This material will be used to create a narrow floodplain bench behind the rock toe protection. Some minor channel shaping is proposed downstream of the dam to create a new thalweg. The existing mortared stone wall downstream of the dam will remain in place. Earth disturbance associated with the project is approximately 1 acre. This disturbance is primarily equipment access and material staging.

Once the dam is removed and the impoundment is dewatered, equipment will be used to access the right bank. The proposed design includes the placement of rock at the base of the stone wall in order to protect the integrity of the wall foundation.

### **SECTION 2 – Mobilization and Demobilization**

#### **2.1 Scope**

This work includes moving all required equipment and materials onto the site, implementing erosion and sedimentation control measures on-site, seeding disturbed areas, removing equipment and materials from site, restoring all property that has been damaged by the Contractor's operations, and final cleanup of project area.

#### **2.2 Procedure**

Move all equipment and materials needed to perform the work to the project area. Contractor's operations are limited to the stream channel work areas and temporary access areas. A secure area for storage of equipment and materials during non-work hours is not provided. The City of Bethlehem is not responsible for loss of or damage to equipment or materials as a result of high water. A kickoff meeting will be held with the City's Engineer or field representative prior to construction.

For the duration of the contract, maintain the temporary access road, and the public streets that are used by the contractor's vehicles. Restore the same to "at least" original condition, when work is complete. Also, upon completion of work, restore all other disturbed areas to "at least" original condition. Seed all areas

that have been disturbed following final grading at the end of each day. Seeding materials and procedures shall conform to details provided on Sheet 6.

### **SECTION 3 – Dam Removal and Disposal**

#### **3.1 Scope**

This work is the removal of the dam, the salvaging of a sufficient quantity of concrete and rock from the dam for use as stream bank stabilization and fill for the mill race.

#### **3.2 Procedure**

- A – Removal – Employ standard practices of the industry for this type of work. Whatever method of demolition and removal is employed, take all precautions not to endanger nearby structures. With the approval of the City of Bethlehem and all involved property owners, and at no additional cost to the City, repair or replace nearby structures damaged as a result of your operation.
- B – Salvage – Salvage, on site, a sufficient quantity of concrete and/or stone from the existing dam to be utilized for streambank stabilization and/or scour hole fill, as shown on the drawings and directed by the onsite field representative.

## **SECTION 4 – Stone Masonry Wall Stabilization**

### **4.1 Scope**

This work involves the placement of R-6 rip rap along the base of the stone masonry wall upstream of the dam and along the left stream bank (facing downstream).

### **4.2 Procedure**

Rip rap shall be placed along the toe of the existing stone masonry to protect the walls foundation from scour. Rock shall not be dumped during placement. The lowest course of rock shall be keyed into the channel and subsequent courses shall be placed behind the bottom course.

## **SECTION 5 – Final Channel Shaping**

### **4.1 Scope**

This work involves modifying the channel size and shape both upstream and downstream of the dam. This work also includes the filling the scour hole at the base of the dam and installing random boulder clusters or other habitat improvements.

### **4.2 Procedure**

Large rock will be keyed into the bottom edge of the design channel on both sides of the stream. Rock will be placed behind the bottom row, up to the bankfull height. Sand, and gravel from the dam from behind the dam and also the gravel bar downstream of the dam as well as rubble from the dam will be used to backfill behind the rock toe protection to create the floodplain bench. Other coarse rubble from the dam shall be placed behind the edge of the rock toe protection to eliminate any voids around the rock. Gravel shall be removed from the channel to design grades and placed closest to the existing shoreline.

## **SECTION 6 – Mulching and Seeding**

### **6.1 Straw Mulch**

Straw mulch shall consist of well-threshed wheat, rye or oak straw and shall be reasonably bright. Mulch must be free of mold and noxious seed and shall not be musty, caked, decayed or excessively dusty.



## 6.2 Seeding & Mulching

Seeding and mulching is used to provide permanent or temporary stabilization to areas of disturbance. This operation consists of site preparation, soil amendments, seedbed preparation, seeding and mulching.

### **PERMITS**

Pennsylvania Department of Environmental Protection

PADEP (D48-088)

November 16, 2012

US Army Corps CENAB-OP-R-2011-00599 (72) (PASPGP-4)  
7, 2012

November

File: H:\CAD\Projects\Bethlehem\Project Drawings\Cover.dwg Layout: 8.5x11 User: jeffrey\_leehey Mar 29, 2011 1:52:30pm



NAZARETH, CATASAUQUA, HELLERTOWN,  
AND ALLENTOWN EAST QUADRANGLES  
1" = 2000'

0 2000 4000  
SCALE IN FEET



# PROJECT LOCATION MAP

PROJECT

HISTORIC BETHLEHEM INC.  
DAM REMOVAL

**URS**

4807 NORTH FRONT STREET, SUITE 200  
HARRISBURG, PENNSYLVANIA 17110  
(717) 625-7501 FAX (717) 625-7802  
WWW.URS-CORP.COM

SCALE 1"=2000'

DWG BY JAK

JOB NO. 20498015

DATE 3/29/11

APPR BY WRW

PKL NO. 1



## Lehigh and Northampton Counties, Bethlehem, Pennsylvania

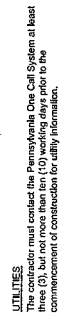
City of Bethlehem  
10 East Church Street  
Bethlehem, PA 18018-6025



**SITE VICINITY MAP**  
NAZARETH, CATASAUQUA, HELLERTOWN, AND  
ALLENTOWN EAST QUADRANGLES  
1" = 2000'

**CONTACTS:**  
Pennsylvania Department Of Environmental Protection  
North East Regional Office  
2 Public Square  
Wilkes-Barre, PA 18711-0790  
570.831.3051

Northampton County Conservation District  
Lehigh County Agricultural Center Suite 102  
4184 Dorney Park Road,  
Allentown, Pennsylvania, 18104  
610.391.9583

[illegible]

[illegible]

